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DOCUMENTARY NOTES

RELATING TO THE

DISTRICT OF TURTON.

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EDITED AND COMPILED BY

JAS. C. SCHOLLES, B.A.

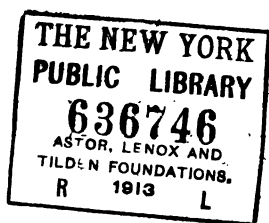
AUTHOR OF "NOTES ON TURTON TOWER AND ITS SUCCESSIVE
OWNERS;" "BIOGRAPHICAL SKETCH OF JAMES BRANDWOOD,
OF EDGEMORTH," &c.

" A dusty heap
Of ancient ledgers, books of evidence,
Old blazon'd pedigrees and antique rolls,
Torn parish registers, probates and testaments—
From which, with cunning art and sage contrivance,
He fairly cull'd divers pedigrees."—*R. Surtees.*

BOLTON:

"EVENING NEWS" & "JOURNAL" OFFICES, MAWDSLEY STREET,

1882,



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PREFACE.

THIS little book owes its humble existence to the facilities placed in my hands for producing "*Notes on Turton Tower and its Successive Owners*," issued in January, 1880, which were supplemented in the following year with relative material not forthcoming during the arrangement of the first publication. Scores of old writings concerning the district of Turton have found their way into my possession through the kindness of some ladies and gentlemen holding papers and parchments relating to property once owned by Knights and Barons of centuries ago, and now prized as important relics and ancient memorials. These documents date, respectively, from the early part of the seventeenth century to the conclusion of the eighteenth, and will be found at once valuable to the antiquary and indispensable to the historian. They are quite original, and, with but few exceptions, of a strictly legal character, most of them being on parchment and accompanied by *bona fide* seals. Notwithstanding the fact that they may appear somewhat uninteresting to the cursory reader, they will at least be instructive to those wishful to become better acquainted with the early state of

some half-secluded places in that locality, and also with the many note-worthy and, in some instances, extraordinary transactions of our antecedents. The townships to which these deeds principally relate are Turton, Entwisle, Edgworth, Quarlton, &c., to whose unwritten history they are of considerable moment.

These musty, time-eaten, and maybe, semi-obliterated manuscripts, contain reliable records of numerous incidents and events of days long past, the intricacies of which can only be penetrated and overcome by study and care. Whilst one paper recounts the gifts, by a father to his children, of some valuable piece of land, or mansion, or privilege, which had been classed amongst the possessions of his family for generations, another narrates how these ancient holdings have again passed, perhaps for some comparatively trifling pecuniary consideration, to others altogether unconnected with the ancient pedigree of the proud old squire, who had toiled and laboured from early sunrise till after its disappearance in the west to improve and fortify his treasured birthright, and the birthright of his worthy ancestors who lived in days of yore. Then there are wills and codicils, law suits, leases and releases, mortgages, forfeitures and sales of all kinds of lands, including folds, cloughs, meadows, and pastures; besides a variety of documents of a miscellaneous nature, all of which contribute information towards the archæology of this part of Bolton parish.

Most of these writings are diversified by supplementary notes so as to assist the reader in understanding more clearly the drift of the subject before him, and also to break the dull monotony of legal composition.

For this purpose many rare and valuable printed and manuscript books have been referred to, and, through the kindness of a few influential local gentlemen, much matter has been gleaned that will aid in making the various items both instructive and interesting.

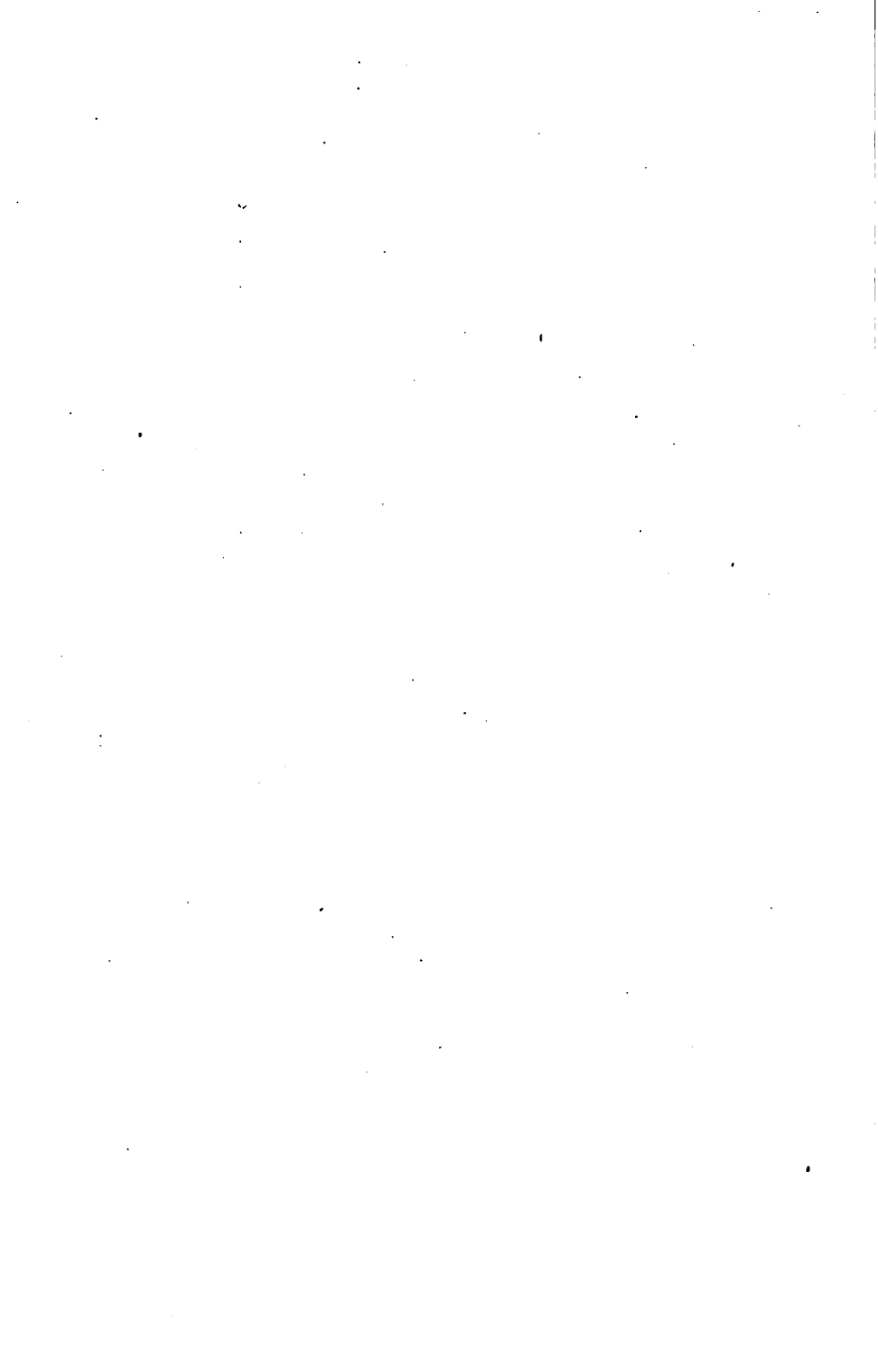
As regards the compilation and arrangement of the pedigrees, a few remarks are perhaps needful. The one relating to the extensive family of "Kay's of Entwisle and Turton Tower" is a reprint of that published with my "Supplementary Notes on Turton Tower," whilst that of the "Taylor and Barlow Families" is strictly original, and now appears for the first time.

Nothing further need be said in introducing the documents and pedigrees, which will be found sufficiently authentic to demand the confidence of those who may have occasion to use them as references to either history or biography.

The sheet of *fac-simile* Autographs is compiled from the various writings of which this work is composed. Each tracing is admirably executed, and comparison with the original is commendable. The whole collection reflects much credit upon Mr. J. Watson, lithographer, &c., of Bowker's Row.

JAS. C. SCHOLDS.

Bolton, July, 1882.



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DOCUMENTARY NOTES

RELATING TO THE

DISTRICT OF TURTON.

DOCUMENT I.

TRANSFER OF THE MANOR HOUSE OF ENTWISLE IN 1657.

The first document presented in this series is one of the most important, though perhaps not interesting, relating to the old Manor-house of Entwisle, formerly of considerably more note than at the present time. It records how the transfer was arranged, yet fails to recite customary terms by which the property became so clearly possessed by the new Lord of Entwisle Manor. Without doubt Mr. Tyldesley's claim to the estates so transferred was by right of heirship, and in accordance with the natural wishes of his loyal father—Sir Thomas Tyldesley. The deed, slightly abridged reads :—

“This indenture made the fourthe day of June, in the yeare of our Lord god An'o d'mne to the computac'on of the Equi'ox [equinoxes] of England, 1657, betwene ffrances Tildesley, of Merscough, in the countie of Lancaster, widowe, and Briget Tildesley (eldest daughter of the said ffrances) vpon th'one parte, And Edward Tildesley, of Morleys, in the saide countie, Esquire, vpon th' other part, Witnesseth, that ffrances & Brigett Tyldesley ffor divers good causes and valuable considerac'ons, have granted, relinquished surrendered, and quite claymes vnto ye said Edward

Tildesley, his heires, and assigns for ever, All that the Mannor-howse called Entwisle, with the demesne land therevnto belonging, with th' appurtenance scituate in Entwisle or Edgwhere, in the said countie, Together with all howses, edifices, orchards, lande, meadowes, pastures, feedinges, comons, wayes, water-courses, emoluments, &c., whatsoever to the said Mannor-howse and demesne lande and every parte thereof, or in anie wise appertaineinge, occupied and enjoyed as parte or parcell thereof; And all the estates, rights, interests, &c., of said frances and Brigett of, in, and vnto the said premises, to have and to hould the said Mannor-howse, demense lands, hereditaments, and premises, vnto Edward Tildesley, his heires, &c., for ever, to the onely, sole and proper use and behoofe of him, for evermore absolutely, without anie manner of condic'on, redemc'on, or revocac'on; To hold of the chiefe Lord or Lords of the fee or fees thereof by the rents and serving therefore due and of right accustomed; And soe as neither they, the said frances and Briget, nor their heires, nor anie other person or persons whatsoever or vnder them shall att anie tyme hereafter clayme, or pretend to have anie estate, right, interest, &c., out of or vnto the Mannor-howse, and premises before-menc'oned, But thereof shall be vtterly excluded for evermore, and from henceforth debarred by theis presents. And frances Tildesley doth grante All and singular the aforesaid Mannor-howse, demense lands, hereditaments, and premisses with their appurtenances and every parte and parcell thereof, vnto Edward Tildesley, his heires and assigns for ever absolutely, and will warrant and for evermore defend by theis presents. And Briget Tildesley doth grante the aforesaid Mannor-howse, &c., vnto the said Edward his heires, &c., for ever absolutely, and will warrant and for evermore defend by theis presents. In witnes whereof the parties aforesaid to theis present indenture have interchangeably sett their hands and seales the day and yeare first above written.

FFRANCES (suspended seal) TYLDESLEY.

BRIDGET (suspended seal) TYLDESLEY.

Sealed and delivered by the within-named frances Tyldeley in the p'sence of

JEREMIAH AINSWORTH.

THOMAS GOODEN.

JOHN PARKER.

ADAM SMYTH,

Sealed, signed, and delivered by the within-named
Bridget Tyldesley in the presence of

ANNE (P) PARKER (?) her marke.

ADAM SMYTH.

FRANCIS NORBURY.

JOHN KAY."

The seal of Frances Tyldesley is suspended from the parchment between the Christian and surname, and is composed of red sealing-wax, about the size of a crown piece and four times as thick. The impression of the seal is almost illegible, but enough remains to show the crest to be "a pelican in her nest feeding her young." This corresponds with *Burke's Heraldry*, where it is stated that the arms and crest were allowed to Edward Tyldesley at the Visitation of 1684, made by Sir Wm. Dugdale, though the Tyldesleys bore arms many years previous to that date.

The seal is missing which at one time accompanied the name of Bridget Tyldesley, and nothing remains but the discoloured ends of parchment to which the wax was attached.

Frances Tyldesley, the daughter of Ralph Standish, Esq., of Standish, was wife of Sir Thomas Tyldesley, Knt., of Tyldesley, Morleys, and Myerscough Lodge. Sir Thomas was major-general, in the Royal Army, and governor of Lichfield. After a life of thrilling events he was slain in the battle of Wigan-lane, on the 25th of August, 1651. Referring to this battle a Lancashire writer says: "Here ensued one of the most hotly contested conflicts of the civil war, and though Derby and his forces were much out-numbered, the most desperate bravery was displayed by the Royalists and their leaders. On the approach of Lord Derby's small force the enemy's infantry opened a galling fire from behind the hedges where they were advantageously posted. The earl himself commanded the van of his small army, the rear being under that tried soldier, Sir Thomas Tyldesley, one of the most experienced and gallant officers on the Royalist side. Twice the little band with diminished numbers, cut their way through the main body of the enemy. In the third attack they were surrounded and overwhelmed by numbers, but, scorning to fly, most of them were left dead upon the field. Amongst the slain was Sir Thomas Tyldesley. The spot where this gallant soldier fell has been rescued from oblivion by an unpretending monumental pillar, which was reared in Wigan-lane by Alexander Rigby, a cornet under Lord Derby, who was present at the battle." The inscrip-

tion is highly eulogistic of the noble gentleman's achievements.*

Bridget Tyldesley was the eldest daughter of Sir Thomas and Frances Tyldesley. She married Henry Blundell, Esq., of Ince Blundell.

Edward Tyldesley was the eldest son of Sir Thomas and Frances Tyldesley, and brother to Bridget. He was born in 1635, and adhered to the Royal cause. The editor of "The Tyldesley Diary," speaking of this Edward, observes :—"On the Restoration of Charles II. it was expected that he, along with other supporters of the house of Stuart, would be honoured by a new order of knighthood; [the Order of the Royal Oak] but that monarch, blinded by the dazzle of renewed prosperity, forgot those who had served him in the day of his adversity; and the anticipated knighthood never came. Edward Tyldesley, expecting at the time of the Restoration the gift of Lawton Hawes, near Blackpool, was induced to build on the south side of that town—then an insignificant village—a house called Fox Hall.† The place now termed Layton

* The inscription reads as follows :—"An high Act of Gratitude, which conveys the memory of Sir Thomas Tyldesley to prosperity, who served King Charles the First, as Lieutenant-Colonel at Edge Hill battle, after raising regiments of horse, foot, and dragoons, and for the desperate storming of Burton-upon-Trent, over a bridge of 80 arches, received the honour of knighthood. He afterwards served in all the wars in great command, was governor of Lichfield, and followed the fortunes of the Crown through the three Kingdoms, and never compounded with the Rebels, though strongly invested; and on the 25th August, A.D., 1651, was here slain, commanding as major-general under the Earl of Derby, to whom the grateful erector, Alexander Rigby, Esq., was Cornet; and when he was High Sheriff of this county, (A.D., 1679), placed this high obligation on the whole family of the Tyldesleys, to follow the noble example of their loyal ancestor."

† Fox Hall, itself, was not of such imposing appearance as to attract observation, yet surrounded by a thick wall, so firmly cemented together that time has made little or no impression upon it; on the extremity of a large waste, which, how much soever cultivation may have now altered its aspect, seemed at that time to forbid a stranger's approach; a rough sea on the west; on the east a pool, marked on the old maps as being one half mile in breadth, now converted to the purposes of agriculture, the country on the south, guarded by a stream which runs into the sea at that time forming a swamp; these peculiarities rendered this little retreat a fortification, accessible only on the north, while to guard against sudden surprises from that quarter there was a kind of tower, which commanded a good look out on the top of the house, covered with lead, and gained from within by a staircase; but for still greater security the walls abounded with hiding places, called "priest holes," and secret communications. It contained four or five rooms on each storey; in one wing, called the chapel end, now a dwelling-house, divine service was regularly performed by a priest.—*Thorner's History of Blackpool.*

Hawes, where Mr. R. Cookson lives, is four miles from Fox Hall, and belongs to John Talbot Clifton, Esq., of Lytham Hall. Edward died anterior to 1687." His will was dated 26th August, 1675.

A note taken from the *Lancashire MSS.* records that "On the 4th of March, 1657, the whole township of Entwisle was purchased from the Tyldesleys or the several tenants who had leases for lives of the same, in the names of Mr. Entwisle and Mr. Norbury." This statement is certainly erroneous according to the foregoing document, which distinctly shows that a portion of the township of Entwisle was in the possession of Frances and Bridget Tyldesley on the 4th June, 1657, and on that date the Maner-house with appurtenances, lands, &c., became the property of Edward Tyldesley, Esq., the next heir of the same ancient family. It cannot be denied that an extensive and important sale of Entwisle property took place on the date mentioned in the *Lancashire MSS.* but certainly not of "the whole township." The indenture for this transfer was made between "Edward Tyldesley, of Morleys, Esq., upon the one parte and John Norbury (eldest sonne and heir apparent of Francis Norbury, of Entwisle, yeoman), and John Entwisle (eldest sonne of John Entwisle, the elder, of Entwisle, yeoman), upon the other parte;" and the condition was the payment of £911 10s. 0d. The tenements and other property here sold were then in the respective occupations of John Key, yeoman; Hugh Entwisle; John Entwisle, the younger (son of Thomas deceased); Francis Norbury; George Longworth (grandson of George Longworth, deceased); Peter Key; John Key (son of Alexander, of Entwisle) husbandman; Richard Aspinwall (son of John); James Aspden; Arthur Key; Ellis Greenhalgh; John Brendwood; Anne Greenhalgh (wife of Thurstan Greenhalgh, deceased); Andrew Knowles (brother of James); Thomas Entwisle (son of Martin, deceased); and John Key, shoemaker. The sale was made subject to leases previously granted to ancestors of the tenants of 1657. Mr. Tyldesley's signature to this document was witnessed by "Luke Hodgkinson, William Shawe, and Adam Smyth." The original document is still in excellent state of preservation, and remains in the possession of present owner of the east part of Entwisle Hall (see subsequent notes), who has generously placed this valuable parchment at my disposal.

This property was bought by Messrs. John Norbury and John Entwisle in trust for other residents in the township, and ultimately the same was again transferred in specified allotments to the actual buyers. All these secondary transactions were executed in a legal manner, deeds of sale being drawn up and signed by the contracting parties. One of these documents has been placed in the hands of present writer, and is consequently given below as a sample of many others not as yet forthcoming. It reads :—

"This indenture, made 27 Maie, 1658, betwene John Norbury (eldest sonn and heire apparent of Francis Norbury, of Entwisle, yeoman) and John Entwisle (eldest sonn of John Entwisle, the elder, of Entwisle, yeoman), upon the one part, and the said Francis Norbury (father of the said John), upon the other part, Witnesseth that John Norbury and John Entwisle at the special request of Francis Norbury, and in discharge of a trust in them reposed by Francis Norbury (who hath already satisfied and paid the sum of £240 for the purchase of the messuages and tenements, and hereditaments hereafter granted, but took the purchase thereof in the names of the said John Norbury and John Entwisle, in trust for him (Francis Norbury), to the intent that John Norbury and John Entwisle should convey the same unto him, they have granted and sould all those twce messuages and tenements, and the lands and hereditaments belonging, and now or late in the occupac'on of Francis Norbury ; Together with rateable and proporc'onable parts of the wasts and commons in Entwisle and Edgworth, and belonging to the Manor of Entwisle with respect to the messuages, and all tythes of corn and grain, &c., arising out of the same premises ; and also all houses, edifices, orchards, gardens, &c., belonging ; and the remainders and reversions of the said premises ; To have and to hold for ever more, absolutely, without any manner of conditions. In witness whereof, &c.,

JOHN (seal) NORBURY.

JOHN (seal) ENTWISLEY.

Sealed, signed, and delivered in the presence of vs :

GEO: CHETHAM.

JO: BRADSHAW.

RAPHE BROOKE.

JEREMIAH AINSWORTH."

The legal delivery of these premises to Francis Norbury was made within four days from date of the fore-

going indenture, when a record of the act was endorsed on back of the deed of transfer, and reads :—

"Be it remembered that the first day of June, 1658, John Norbury and John Entwisle did, in their own persons, give and deliver unto Francis Norbury peaceable possession of the said messuages, with all lands belonging, to have and to hold for ever according to the purport of this present indenture. And also Thomas Thomasson, of Edgworth, yeoman, did take notice of this present indenture, and did attorne, consent, and agree thereunto according to the true meaning thereof; and for the further manifestation thereof did give and pay the said Francis Norbury twoe pence for and in the name of attournement, in the presence of vs :

HUGH ENTWISLEY.

RAPHE BROCKE, younger.

WILLIAM LOMAX.

JEREMIAH AINSWORTH."

From subsequent notes the identity of this property will be found in the Overhouse Tenement, situated on the hill to the south-west of Entwisle Hall, now forming something approaching a small village, the principal edifices being the Parsonage (the residence of G. A. F. Spencer, Esq., eldest brother of the Rev. J. W. Spencer, M.A., incumbent of Turton, and grandson of Rev. Amos Ogden, curate of Turton from 1761 to 1815), and the attractive abode of Ephriam Schofield, Esq., whose wife was sister to the late Mr. John Barlow, of Lower Crowtrees, and the late Mr. James Barlow, of Higher Crowtrees, Entwisle, and daughter of Mr. James Barlow, nephew of Dr. James Barlow, of Blackburn. The high road from Turton leads to this ancient tenement, which is now called "The Overhouses."

Francis Norbury's family connections with others of importance in the township will be more fully dealt with in succeeding notes, as also the various transfers of the Overhouse property—thus contributing some valuable notes to its almost obscure history.

Thomas Thomasson, of Edgworth, mentioned in the above endorsement, may be identified as author of a will, dated 23rd December, 1659, preserved at Chester Probate Registry Office, in which appears : "Itt is my will that after my debts be paid out of the whole of my goods, the remainder be divided into three equal parts, one whereof I give unto Sarah, my wife, the

second I give unto John, James, Joshua, Sarah, Anne, and Esther Thomasson, my six youngest children; and the third I give thereof to my eldest son Thomas, £10; to Ellen Welsh, 5s.; to Ellis Gryme, of Darwin, 6s. 8d.; to Alice Hitchenson, my servant, 3s. 4d.; to James Warburton, of Edgworth, 5s.; and I forgive John Kershaw, of Entwisle, 10s., which he oweth me; and the remainder of my own part must be divided amongst my said six youngest children. Concerning my messuages, lands, and real estate I give vnto my wife this my messuage, &c., in Edgworth, now in my occupac'on, even as I personally occupy the same, doeing noe waste; and concerning all my messuages, &c., in Edgworth, wherein I have any estate, I give vnto my sonne Thomas, and the heirs of his body lawfully begotten." The executors of this will were Thomas Thomasson (eldest son of testator) and John Thomasson, of Over Hulton (brother to testator).

DOCUMENT II.

SALE OF ENTWISLE AND EDGORTH PROPERTY IN 1670.

The following is an abstract of a somewhat lengthy purchase deed of several tenements and belongings in Entwisle and Edgworth, from Edward Tyldesley, Esq. (to whom reference was made in Document No. 1), to Francis Norbury and Richard Lowe. From a note made on the back of this writing, which comprises seventeen closely-written folios, it appears that the "original deed is now in the hands of Mr. John Brandwood, of Entwisle Hall, 12th January, 1785." The paper is discoloured with age, but the caligraphy, which is in a bold clear hand, has suffered but little from time. The clauses, though in a degree repetitive, will be found interesting because of their references to many important inhabitants of Entwisle and Edgworth in the year 1670.

"This indenture, made the 23rd July, 22 Charles II. [1670], between Edward Tyldesley, of Morleys in the County of Lancaster, Esquire, of the one part, and Francis Norbury, of Entwisle, in the said county, yeoman, and Richard Lowe, of Holcamby, within the same county, yeoman, of the other part, Witnesseth, that whereas Edward Tyldesley did by his indenture of sale dated 20th of this instant month, and made between Edward Tyldesley and Francis Norbury and Richard Lowe, in consideration of five shillings paid by

Norbury and Lowe, sell unto them All the hereditaments hereafter mentioned, with appurtenances, To have and to hold, from the day before the date of the same for the term of one whole year, yielding and paying therefore unto Edward, his heirs, &c., the rent of one peper corn upon the feast day of Saint Michael the Arch Angel (if the same be demanded), And that was mentioned in the same indenture, which was made to the intent and purpose, that by virtue thereof, and of the statute of transferring uses into possessions the said Norbury and Lowe might be in actual possession of the premises, and enabled to accept of a release of the reversion and inheritance thereof to them and their heirs. And it is thereupon indased [endorsed] that the sum of 5s. was paid. Now this indenture further witnesseth that Edward Tyldesley, for the sum of £270, paid by said Norbury and Lowe, hath sold and confirmed unto said Norbury and Lowe, their heirs, &c., for ever, all that messuage and tenement and lands, &c., belonging in Entwisle, now or late in the tenure of Thomas Longworth, or his assigns. [This messuage, &c., according to a marginal note, was sold to David Whitehead, Sept., 1670]; And all that messuage, &c., and lands and appurtenances belonging, in Entwisle, now or late in the tenure of Edward flogg, husbandman, or his assigns; And all that messuage, &c., and lands and appurtenances belonging, in Entwisle, now or late in the several tenures or occupac'ons of Alexander Kay, husbandman, and James Kay, son of said Alexander, or his assigns; And all that messuage, and lands and appurtenances belonging, in Entwisle, now or late in the tenure, of John Wood, husbandman, or his assigns; and all that messuage and land and appurtenances belonging, in Entwisle, now or late in the tenure of Henry Bolton, or his assigns; and all that messuage and lands and appurtenances belonging, in Entwisle, now or late in the tenure of Ralph Longworth, or his assigns; And all that messuage and lands and appurtenances belonging, in Entwisle, now or late in the tenure, of Thurstan Rawstran, or his assigns; And all that messuage and lands and appurtenances belonging, in Edgworth in the said county, now or late in the tenure, of Richard Greenhalgh, yeoman, or his assigns; And all that messuage and lands and appurtenances belonging, in Edgworth, now or late in the tenure, of Thomas Knowles, yeoman, or his assigns; And all that cottage

or little tenement with appurtenances in Entwisle, now or late in the tenure of John Bannister, husbandman, or his assigns. Together with the rateable and proportionable parts, of the waste and commons in Entwisle and Edgworth belonging the Mannor of Entwisle, with respect to the before-mentioned messuages, &c., also proportionable parts of the commons in Edgworth with respect to the said messuages, &c., in Edgworth. And all Tythes of Corn and Grain, &c., from time to time arising out of the said premises. And also all houses, edifices, orchards, &c., with their appurtenances; And the reversion, and remainders of all the premises, EXCEPT, and always reserved out of this grant unto said Edward Tyldesley, his heirs, &c., the Moiety, or one half of the coal mines lying within the commons in Entwisle, with liberty to search for, digg, and get coals within the same commons, jointly with said Norberry and Lowe, their heirs, &c., owners of the other moiety. And further, Edward Tyldesley doth grant unto said Norberry and Lowe, all deeds and writings concerning said premises. TO HAVE AND TO HOLD the said premises and appurtenances for ever; to the only use and behoofe of said Francis Norberry and Richard Lowe, their heirs &c., for evermore absolutely, to hold of the chief lord or lords of the fee or fees by the rents and services of right accustomed. And Edward Tyldesley doth grant all the said premises unto said Norberry and Lowe, their heirs, for ever against him, his heirs, &c., and against all other persons claiming the same under him or his heirs, or under Thomas Tyldesley, Esq., deceased, late ffather of said Edward Tyldesley, or under Edward Tyldesley, Esq., deceased, late grandfather of said Edward, or under Thomas Tyldesley, Esq., deceased, late great-grandfather of the said Edward Tyldesley, parties to these presents, or any of them; (except as is hereafter herein excepted). And Edward Tyldesley doth agree with Francis Norberry and Lowe, that he, Thomas Tyldesley, his ffather; Edward Tyldesley, his grandfather; and Thomas Tyldesley, his great-grandfather; shall be lawfully seized of the said property, &c., in fee simple, absolutely, and hath full power to sell the property, &c., unto them. And that they (Norberry and Lowe) shall peaceably enjoy the property, &c., only subject to one indenture of lease dated 1st August, 1613, made by Edward Tyldesley the grandfather, and Elizabeth his mother, unto

Edward flogg, deceased, late ffather of Edward flogg; above-named; and the term and interest thereby granted to commence that day for the term of the lives of Edward flogg, the ffather, Edward flogg, the son, and Ralph flogg, bastard son of Edward the ffather, and the longest liver, whereupon is reserved the yearly rent of 10s.; and one indenture of lease dated 30th November, 1655, made by the said Edward Tyldesley unto James Kay, and the term and interest thereby granted to commence from the date thereof for the term of 99 years; and one indenture of lease dated 3rd December, 1655, made by Edward Tyldesley unto Christopher Rawstorne, deceased, late ffather of Thurston Rawstorne; and the term thereby granted to commence from the date thereof, for 99 years; whereupon is reserved the yearly rent of 8s.; which Thurston Rawstorne and Christopher Rawstorne the son are yet living; and one indenture of lease dated 3rd December, 1655, made by Edward Tyldesley unto Richard Greenhalgh; and the term and interest thereby granted to commence from the date thereof, for 99 years, if Elizabeth Hoyles wife of John Hoyles, of High Moss, in the County of York, husbandman, and Ellis Greenhalgh and Elizabeth Greenhalgh, son and daughter of Richard Greenhalgh, so long live; whereupon is reserved the yearly rent of 2s. 6d.; and one indenture of lease, dated 3rd December, 1655, made by Edward Tyldesley unto Henry Bolton [marginal note: "Bolton questionable"]; the term and interest thereby granted for 99 years, if Henry Bolton, Alice his sister, and Oliver flogg, of Entwisle, husbandman, so long live, whereupon is reserved the yearly rent of 5s.; and one indenture of lease dated 4th May, 1665, made by Edward Tyldesley unto Thomas Knowles, and the term and interest granted for the natural lives of Richard, Elizabeth, and Anne Knowles, son and daughters of Thomas Knowles, and the longest liver of them; whereupon is reserved the yearly rent of 6s.; and one indenture of lease heretofore made of the messuage, &c., in the occupation of Thomas Longworth, and whereupon is reserved the yearly rent of 13s. 4d. [Marginal note: "Longworth's tenement sold to David Whitehead"]; and also one indenture of lease, made of the said messuage, in the occupac'on of John Wood [Marginal note: "Wood questionable"], for the lives of John Wood and Thomas Horwich, of Turton, husbandman, and the longer liver of them; whereupon

is reserved the yearly rent of 2s. It is agreed it shall be paid unto Francis Norberry and Richard Lowe, their heirs, &c. And also the proportionable and rateable parts of the rent of 16s., due for the tithes of the premises, together with the tithes of other lands in Entwisle, some parts of the rents and services to be from henceforth payable unto the chief lord or lords of the fee or fees thereof (if any such there be). And it is fully agreed by the parties that all fines heretofore levied shall be in full force for the only use of Francis Norberry and Richard Lowe, their heirs, &c., for ever. In witness whereof the parties aforesaid to these present indentures have interchangeably set their hands and seals the day and year first above written, Annogue Dom 1670.

EDWARD (seal) TYLDESLEY.

Sealed, signed, and delivered, in the presence of us:—

ALEXANDER STANDISH.

ADAM SMITH.

HUGH ENTWISLE.

JEREMIAH AINSWORTH."

At the foot of this writing appears:—"This is a true copy of the deed above-mentioned, examined the Second of May, 1760, by us from the Original.

WILLIAM WHITEHEAD.

HENRY HEATON.

And the said deed is in the custody or keeping of me, the said

WILLIAM WHITEHEAD."

On the obverse side of these folios appear two entries viz.:—"Pd Henry J. Watson for journey for this copy 00l. 6s. 0d." "Recd. of Thomas Knowles, 10s. 6d."

In addition to what has already been stated regarding Edward Tyldesley, the principal party to this deed, it may be somewhat interesting to know that of ten children (three sons and seven daughters) he was the eldest. He was twice married, first to Anne, daughter of Sir Thomas Fleetwood, of Colwich, Staffordshire, Baron of Newton, in Lancashire, on the 26th November, 1655, at the age of 20 years. Shortly after attaining his majority in 1657, he succeeded to his father's property, hence the conveyance of the Entwisle estates in that year, as shown in Document No. 1. His second marriage was with Elizabeth, daughter of Adam Beaumont, Esq., of Whiteley. By his first wife he had several children, and one (a female) by the second. His eldest son was named Thomas (after Sir Thomas,

the Royal Major-General, father of Edward), and it was he who kept the interesting records known as "The Tyldesley Diary." The diarist was born on the 2nd April, 1657, two months before his young father became possessed of his hereditamentary rights in the district of Entwisle.

Of "Sir Thomas Tyldesley, styled in the foregoing deed as "the ffather," nothing more need be said than what has already appeared.

Edward Tyldesley, grandfather of the first party to the deed, was born about 1580. He married Elizabeth, daughter of Christopher Preston, of Holker, Lancashire, who was, after the comparatively early death of her husband, again married to Thos. Lathom, Esq., of Parbold, and subsequently to Thomas Westby, Esq., of Bourne Hall. This Edward Tyldesley was a great royalist, and could boast of having entertained King James I. at his ancient residence, Myerscough Lodge. Edward died about 1618.

The great grandfather of Edward Tyldesley, the party to the deed, was called Thomas, who is recorded to have died about 1590-1. He married into another old Lancashire family, namely, Elizabeth, daughter of Christopher Anderton, Esq., of Lostock Hall.

William Whitehead (to all appearance a local attorney) was probably a descendant of the same family as James Whitehead, of whom Mr. Wm. Horrocks, of Entwisle, in his MS. Journal, records:—"October 3, 1687, James Whitehead, constable of Entwistle, paid Mr. John Lever, vicar of Bolton, £4, as a prescription or *modus decimandi*, for the Manor or Lordship of Entwisle, in lieu of all tyths of corn and grain, wool, lamb, pig, and goose, within the said Manor for four years last past."

DOCUMENT III.

REMARKABLE LEASE OF ENTWISLE PROPERTY IN 1655.

Although the bulk of the Entwisle property was legally transferred in 1657 from Frances Tyldesley and one of her daughters to Edward, her eldest son [see Document No. 1] it is evident, from the subjoined lease, that Edward was in possession of his hereditary rights in that township so early as 1655, nearly two years before. The transaction here recorded (in rather

distasteful, though fairly legible, caligraphy, on a parchment sheet of some 22 inches wide) was effected exactly a month after the induction into the marriage state of the young heir, and just two days past the Christmas of two and a quarter centuries ago. The deed reads:—

"This Indenture, made the seaven and twentieth day of December, 1655, Betweene Edward Tyldesley, of Morleys, in the Countie of Lancaster, Esq., on th'one one p'te, and Thomas Haddocke, of Eccleshill, in the Countie of Lancaster aforesaid, yeoman, on th'other p'te, Witnesseth that Edward Tyldesley—in consideration of the sume of Threescore and five pounds paid by Thomas Haddocke—hath demised, &c., unto Thomas Haddocke and his assignes, all that messuage and tenement with the appurtenances scittuate in Entwistle, being of the yearly rent of ten shillings, and nowe in the houlding and occupac'on of John Key, son of Alexander Key, of Entwisle, husbandman, together with all houses, stables, &c. (except reserving vnto Edward Tyldesley, his heires, &c., free liberty at all tymes to get coales, stones, or any other minerall thing within the said premises, and the same to cary away; and also free libertie for Edward Tyldesley to improve, inclose, and take in the com'ons and waste grounds in Entwistle); To have, &c., the sd: messuage, &c., vnto Thomas Haddocke, from the date hereof for the tearme of fourescore and nineteene yeares fully to be compleat, if Isabell Haddocke, Elizabeth Haddocke, and Anne Haddocke, daughters of James Haddocke, late of Entwisle, husbandman, or any of them fortune so long to live, paying yearly to Edward Tyldesley, the rent of ten shillings at the feast dayes of St. Martin in winter and Pentecost, by equall porc'ons; And likewise paying all such rents, suits and services as have beeme done for the sd: messuage, &c., or shall be required by Edward Tyldesley, as well in tyme or tymes of warr as at any tyme or tymes whatsoever. Provided that if the rent of ten shillings be unpaid by the space of ten dayes, or if Thomas Haddocke shall make any voluntary or wilfull waste upon the said premises—except the making of marle pitts, hedges, and ditches, and the digging and takeing of marle for amending of the same,—or shall exchange the premises with any person without the licence and consent of Edward Tyldesley obtayned in

writing, except the same be to his wife during her widdow hood and honest conversac'on of her body child or children for any longer tearme than one yeare, then it shall be lawfull for Edward Tyldesley to re-enter the sd : p'mises. And Thomas Haddocke doth covenante with Edward Tyldesley that he will, at his own cost, keepe one hound for Edward Tyldesley at any tyme during the continuance of the said tearme if he shall so appoynt. And it is further agreed that Thomas Haddocke shall keepe in repayre all the buildings upon the premises. In witness whereof the p'ties to these p'sent Indentures Interchangeably have put their hands and seales the day and yeare first above written.

EDWARD TYLDESLEY.

Sealed and delivered in the presence of

JAMES ASPDEN.

JOHN PARKER.

ADAM SMYTH."

Alexander Key, of Entwisle, was father to at least two important lines of posterity—James, of Entwisle, husbandman, and John (mentioned in the foregoing document), of Entwisle, husbandman. From the former—James—a considerable amount of land in Entwisle, including "Edge Foot," passed down through no less than five successive generations, and is at the present time owned by one of the same name. John, the other son of Alexander made valuable purchases of land in the same locality, from Edward Tyldesley, Esq., son and heir of Sir Thomas Tyldesley, of Civil War fame; and in the year 1658, was successful in becoming possessed of the property recited in the above lease, of which in 1655 he was only an occupant. This last transaction is recorded in detail in the original deed, but as the property has already been described [see Document No. 3], nothing more than a brief abstract of the agreement will be necessary, which constitutes Document No. 4.

DOCUMENT IV.

RELEASE OF ENTWISLE PROPERTY IN 1658.

This indenture made the 24th Maye, 1658, betweene Thomas Haddock the elder, of Entwisle, yeoman, and Thomas Haddock the younger, of Eccleshill, yeoman, and John Key, sonne of Alexander Key, of Entwisle,

husbandman. Witnesseth that Thomas Haddock the elder, in considerac'on of the sume of five shillings to him in hand by Thomas Haddock the younger, and John Key, hath sould vnto Thomas Haddock the younger and John Key all that messuage, tenement, &c., situate in Entwisle, being of the yearly rent of tenne shillings, and now in the houldinge, &c., of John Key, together with all the houses, buildings, &c., To hould from im'ediately after the makeinge of theis presents dureinge the remainder of the space of fourscore and nyneteene years (If Isabell Haddock, Elizabeth Haddock, and Anne Haddock, daughters of James Haddock, late of Entwisle, husbandman, shall soe longe live), which terme did com'ence on the date of one indenture of lease beareinge date the 27th December, 1655, and made betweene Edward Tyldesley, of Morleys, Esq., and Thomas Haddock the elder.

In witness whereof, &c.,

his
 THOMAS HAYDOCKE O th'elder.
 markes.

Sealed, signed, and delivered in the presence of vs,
 HUGH ENTWISLEY.
 RAPHE BROOKE.
 JEREMIAH AINSWORTH.

A memorandum of a subsequent transaction regarding a portion of the same property appears in almost indecipherable scrawl on the outer side of this discoloured parchment, of which the following is a literal copy:—

"October the 27, 1712.—Reseved of david Whitehead, the sueme of wone hundered pouends of corente money of greate britane in fuelle satisfackshon of all detes and demandes which wase charged vpon wone mesesh (?) of land noue in the tener and houlding of david Whitehead, living in Padiham. As witnesse mye hand.

DAVID WHITEHEAD,
 liveinge in Padiham ate The Pride banke.
 GEORGE LONGWORTH.
 THOMAS LONGWORTH.
 WILLIAM WHITEHEAD."

From the John Kay referred to in Documents 3 and 4, sprung the present manorial Lord of Turton (James Kay, Esq.), who heads the fifth family in descent from the said John, and the third in descent from the founder of that extensive family at Turton Tower.

The first of the foregoing parchments is of the earliest date, as yet to hand, containing reference to the Kays of Entwisle. In this writing will be noticed a slight difference in the orthography of that old local name, showing that it was then (some 226 years ago, and within a century of their reputed settlement in that neighbourhood) spelt with an "e"—i.e., "Key"—which subsequently gave place to "a"—"Kay." Another noteworthy circumstance in the spelling of this name is observable in other old documents now in the possession of the present writer, and which will hereafter find a place in this series of notes, wherein it is spelled "Kaye." This would not be so remarkable were the holder of the name connected with another family remote from the one under notice; but when he is proved to be the eldest son of James, and grandson of Alexander, before referred to, the question arises, "Why this distinction?" In one or two instances the final "e" occurs in deeds executed near the termination of the eighteenth century, though, singular to say, not in writings relative to the lineal ancestors of the Turton Tower family after the advent of the year 1700.

Hugh Entwisle, one of the witnesses to Document No. 4, was an inhabitant of Entwisle, and most likely a descendant of the ancient family of "Entwisle," "Entwisley," "Entwysseley," or "Henne-twisel," who are recorded to have settled at Entwisle nearly 700 years ago, and from whom the township derived its name. This family held the manor until about 1555, when it was forfeited through unredeemed mortgage, and thus became the property of the Tyldesleys of Tyldesley and Morleys. For upwards of a century these estates remained in the hands of the last-named family, when, according to a statement in one of the Chetham Society's publications, "the township was purchased in the names of Mr. Entwisle and Mr. Norbury." This Mr. Entwisle is probably he who witnessed the signature of "Thomas Haydocke, th'elder," to the recitals of Document No. 4. If this argument, which is quite feasible, proves to be correct, then we have in Hugh

Entwisle the fortunate re-instater of his ancient name and family to a portion of the property once owned and prized by many generations of his honoured ancestors. Mr. Hugh Entwisle by his marriage had issue, besides others, of two sons, whose births are recorded in the registers at the Bolton Pariah Church, viz., Hugh, baptised 19th December, 1641-2, and Raph, baptised 28th April, 1644-5, at a time when the Civil War between Royalists and Parliamentarians was at the height in this locality, and shortly before the successful storming of Bolton by Prince Rupert and the ill-fated Earl of Derby. Hugh Entwisle, sen., died in the November of 1676, and was buried on the 29th of that month, in the nave of the old Pariah Church, which was demolished in 1866. Raph (or Ralph) Entwisle, was interred in the same grave as was his father on the 10th February, 1718, at the ripe age of 73 or 74 years.

Isabell Haddock, the eldest daughter of James Haddock, or Haydock, farmer, of Entwisle, was most likely one of the sisters of Thomas Haddock, sen., principal party to Document No. 4. Isabell was married by the Rev. Robert Harpur, vicar of Bolton from 1663 to 1673, to David Whitehead (whose signature appears at end of Memorandum dated 1712), on the 5th September, 1665, after their banns being "lawfully published without contradiction." They resided at Entwisle, and had issue, amongst others, Elizabeth, baptized May 21, 1670-1; James, baptized September 28, 1672-3; and Jonathan, born on the 6th, and baptized on the 11th of August, 1677-8. Jonathan was married at the Bolton Pariah Church, on the 29th June, 1703, to Mary Horrocks, of Entwisle.

On the 5th November, 1668, Elizabeth, second daughter of James Haddock, became the wife of William Boulton, of Blackburn.

DOCUMENT V.

ENTWISLE HALL TWO AND A QUARTER CENTURIES AGO.

Considerable interest has long been felt in Entwisle Hall by admirers of ancient Lancashire homes, though its early history has benefitted but little thereby, allusions thereto being at once both scanty and vague. The Entwisle family are supposed to have settled in the township of their own name at the end of the 12th or very early in the 13th century, when, in all pro-

bability Entwisle Hall was erected, and without doubt the residence of that loyal family for nearly 360 successive years. Camden, writing of this place after his prolonged tour through Lancashire, speaks of it as a "neat and elegant mansion," and as being the residence of "noble proprietors of its own name." Near the beginning of the 15th century, at a time when the fatal feud between Richard II., and Henry, Duke of Lancaster, son of John of Gaunt (afterwards King Henry IV.,) was in full sway, Entwisle Hall was the honoured birthplace of Bertine Entwisle, who, in after years, rose to proud distinction, and was knighted by King Henry V., under whose successful banner Sir Bertine proved himself an accomplished and gallant warrior, and merited well the honours and titles of Viscount and Baron of Bricbec, which he received along with extensive estates in Normandy from his beloved king. These new possessions and spoils of war he was not long permitted to enjoy, through the unexpected adversities of the Duke of Somerset, who was afterwards accused of treason and banished the country. Sir Bertine was consequently compelled to return to England, and after the death of his royal master, continued faithful to the young successor, Henry VI., and was engaged on his side in the battle of St. Albans in 1455,—the first affray between the Houses of Lancaster and York,—and whilst defending the rights of England's monarch he was unfortunately slain, being then in the prime of life. His body was consigned to honourable interment in the Abbey Church, in the Chapel of the Virgin. Over his remains an effigy of brass was placed, with the following inscription:—
 "Here lyeth Sir Bertine Entwysel, Knight, who was borne in Lancashire, and was Viscount and Baron of Brickbecke, in Normandy, A baylife of Constantine; who died the xxviii Maie, in the year of our Lord God MCCCCLV., on whose soule God have mercy. Amen."
 The bravery and loyalty of Sir Bertine Entwisle forms the subject of a stirring ballad, consisting of some twenty-one verses, in Roby's "Traditions of Lancashire," which commence thus:—

"The brave Sir Bertine Entwysel
 Hath donn'd his coat of steel,
 And left his hall and stately home,
 To fight for England's weal."
 To fight for England's weal, I trow,
 And good King Harry's right,
 His loyal heart was warm and true
 His sword and buckler bright."

After Sir Bertine's death, his widow, it may be presumed, lived at Entwisle Hall for many years,—when she married again. At about the time of this event, through the non-issue of Sir Bentine, the Entwisle property lapsed into another branch of the same family, and down to the advent of the 16th century, the old hall was their habitation. Edward Entwisle, resided here at this period, and was succeeded by his son George in 1545, who, after holding his possessions for over five years, lost them through disputed monetary transactions, and in 1555 (exactly 100 years after the death of brave Sir Bertine) the whole estates in the district belonging to the Entwisles came "by casual means" into the hands of another old Lancashire family, viz: Edward Tyldesley, Esq., of Tyldesley and Morleys, from whom the property passed successively through four generations, viz: Thomas, Edward, Sir Thomas, and Edward. From the last Edward the Manor of Entwisle passed by purchase to several of his tenants, amongst whom were Francis Norbury, Richard Lowe, Thomas Haydock or Haddock, Hugh Entwisle, Roger Brendwood, and John Kay. The last-named was fortunate in securing the lands immediately connected with the Hall, and also the mansion itself.

No record is forthcoming of any member of the Tyldesleys having resided at Entwisle Manor House, their principal abodes being Myerscough Lodge and the Morleys, this perhaps, was the reason why the Entwisle estates were first disposed of when adverse fortune prevailed.

The purchase of Entwisle Hall and adjacent lands by John Kay was effected for the sum of £300, which, at that period, was considered a long price, being equivalent to at least £900 of present current money. At the time of this transaction John Kay was living in a house leased to Thomas Haddock, sen., in the December of 1655, by Edward Tyldesley, Esq. [see Document No. 3.] The subjoined is an abstract of the large and well written original parchment deed relating to the transfer of Entwisle Hall, &c. :—

"This Indenture tripartite made the twelveth day of June, in the year of our Lord god Accordinge to the computac'on of the Church of England, 1657, between Edward Tyldesley, of Morleys, Esq., vpon the first parte; John Kay, of Entwisle, yeoman, vpon the second parte; And John Rigby, of Shevington, yeoman, and John Parker, of Myerscough, yeoman, vpon

the thirde parte. Witnesseth, that Edward Tyldesley, in considerac'on of Three Hundred pounds, by John Kay well and truely paid, and for other good causes, &c., Hee (Edward Tyldesley) hath granted, &c., vnto John Kay, his heirs, &c., for ever, All that capital Messuage or Mannor howse com'only knowne by the name of Entwiale Hall, and the demesne lands therevnto belonging, That is to witt, the Room called the Hall, conteineinge three bayes of buildings or thereabouts, standinge and beinge betwixt the parlour and the kitchen, with all the chambers and rooms over the same room called the Hall; the out Ileinge adjoyneinge to the Hall on the north side, twoe bayes on the west end of the barne, one parcell of land on the west of the saide barne, conteyneinge in length twelve yards, and as broad as the same barne, now is to build, or otherwise occupy at pleasure; the court or yard lyeinge on the south side of the Hall; one plott of land lyeinge on the north side of the Hall, together with the pitts therein, as the same is is now meered or severed [served] out. And alsoe the closes, parcells of land, &c., beinge parte of the demesne lands belonging to the said Mannor howse, namely, The Hall Carr, with the Hall banck adjoyneinge, the Sparrow Croft, the Hall Croft, the Bents, the Great Coult Heys with the lane adjoyneinge, the Little Coult Heys, the Shore Croft with the Clough or woodie grounds adjoyneinge, and the woodfalls. And alsoe a rateable and proportionable share of com'on of pasture and turbary upon the wasts and com'ons belonging to the Mannor of Entwiale. And alsoe all manner of tythes of corn and graine, &c., frome tyme to tyme comeing, groweinge, &c., out of the premises. Together with full power and free liberty and authority for John Kay, his heires, &c., to passe on horseback or on foote, and with carts, carriages, drifts [droves] of cattell, &c., at his and their freewills and pleasures, ffrom Hall-lane (beinge at the head of a parcell of land called the Blackearth), and back againe. Together with the third parte of the soyle of Hall-lane. And all the woods, liberties, &c., hereby granted. And all rents, services, and proffits reserved vpon any grante heretofore made. And all right, &c., whatsoever of Edward Tyldesley, with all deeds concerneinge the said premises, &c., and true copies of all such, which will be made at the cost of John Kay. To have and to hould the said premises

to John Kay, his heires, &c., for ever, to his sole vse, without any condition, &c.; to houlde of the chiefe lord or lords of the ffee or ffees by the rents and services therefore due and of right accustomed. And yt is agreed between the parties to these presents that all ffynes, &c., heretofore made or hereafter to bee made by Edward, his wife, his mother, or any other person on his behalfe, belonge vnto John Kay for his sole vse. And lastly, John Rigby and John Parker, his true and lawfull attorneys, for him and in his name and stidd [stead] to enter the said premises, &c., and from thence expell and amove all the possessors thereof, &c., and to give the same premises to John Kay or his attorney. In witness, &c., the parties have interchangeably sett their hands and seales the day and yeare ffirst above written.

EDWARD [suspended seal] TYLDESLEY.


Sealed and delivered in the presence of vs :—

THOMAS GOODEN.

JEREMIAH AINSWORTH.

JOHN PARKER.

FFRANCIS NORBURY.

ROGER  BRANDWOOD'S
marke.

ADAM SMYTH."

From a memorandum written on the back of this document it appears that on the day after the date of the transaction, John Parker put his authority into effect and entered the Hall, and "thereof and therein did take possession and seisin . . . and immediately after did deliver vnto John Kay possession of the Hall." This acknowledgment is signed by "John Parker" and witnessed by ffrancis Norbury, Thomas Brendwood, ffrancis Norbury, yonger, Martine Kaye — his marke, and Jeremiah Ainsworth." On the back of the principal document, and immediately behind Edward Tyldesley's seal place, the signature of "John Kay" is written.

The occupants of the Hall at the transfer are not positively known, but from another valuable writing to hand it appears that a Roger Brandwood gave the oldest portion to his second son Roger in 1678. A John Brandwood, during the latter part of the 17th century, was successful in purchasing, along with other property, a portion of the Entwisle Hall

Tenement, from Joshua Thomasson who became possessed of the same through his marriage with Rebecca Norbury, one of the co-heiresses of her second brother, Francis.

This John Brandwood died in 1708, and left two children—James and Isabell—by his wife, Elizabeth. James undoubtedly occupied Entwisle Hall at the beginning of the year 1715, and also for some years anterior to that date. James, whose wife's christian name was "Alice," did not long outlive his father, dying about the middle of the year 1715, leaving two children—John and Elizabeth—aged respectively eight years and four years, to the tender care of their widowed mother, who did not long survive her husband. It may be presumed she remained at the Hall until her death, which occurred before 1719. The children being now left orphans a letter of administration was granted, appointing two guardians for the children, one of whom was placed under the fostering care of an aunt—Isabell Brandwood—and the other under the control of an uncle—Abell Tomlinson, husband of Elizabeth Tomlinson, maternal aunt to the young children. Aunt Isabell was never married, and continued to live at Entwisle Hall, until she died on the 11th November, 1742, in the 88th year of her age; she was buried in the Bolton Parish Churchyard. It may be presumed that when John came to years of discretion he took absolute possession of his birthright, and, marrying Mary * Wood (daughter of John Wood, of Entwisle), on the 5th Oct., 1727, at the Bolton Parish Church, went to reside at the "New House," of which he became owner. In renovating this building John caused a large stone, bearing the following initials and date, to be placed over the porch door looking southward :—

B
J M
1742.

Some 40 years after this he and his wife are recorded to be living in the cottage adjoining, on the north side, to the "New House," the latter place being in the occupation of his eldest son John.

Most of the original Entwisle Hall is yet preserved, and partly corresponds with the description given

* This Christian name differs from that recorded in a dilapidated marriage register belonging to Turton Church, which gives :—
"Jo. Brandwood and Martha Wood, at Bolton Parish Church.

in the foregoing document. The entrance hall, as well as the other portion of the house, is constructed in the early English style, and boasts of a curiously ornamented ceiling, the design of which is unfortunately partially hidden by whitewash. The spacious, and in no small degree remarkable, fire-place in the kitchen, which lies at the extreme east of the building, extends the whole breadth of the Hall, and is clearly perceptible from the exterior of the old mansion. This is one of the most important characteristics of the antiquity of this almost forgotten manorial residence.

An inscription over a barn door on the opposite side of the "Court-yard" records:—

B

I R . M

1720.

This is almost conclusive that in the year 1720 the Hall was tenanted by the Brandwoods, but corroboration of this supposition, and identification of these initials, are not at present within the writer's capacity.

In the year 1828—when distressing panic and starvation were stalking hand in hand through the manufacturing districts of Lancashire, occasioned in a great measure by the low rate of wages then being paid to hand-loom weavers—the old kitchen and other apartments on the ground floor of the most easterly portion of Entwisle Hall were monopolised as a "Dow-house." About this time "the rooms over the hall," most of which yet retain their old oaken floors, were converted into weaving places to find employment for those who would otherwise have been idle. These charitable provisions for the necessitous are still gratefully remembered by a few of the recipients who succeeded in out-living the troubles of those terrible and memorable times.

This part of the old mansion and adjoining land are now owned by the exors. of the late Mr. John Barlow, of Lower Crowtrees, Entwisle, who purchased the property in 1857, from the late Mr. James Winder, solicitor, of Bolton, father to Messrs. R. & T. H. Winder, solicitors, of Bowker's-row, Bolton.

In 1881, the residents at the Hall were Mr. Thomas Kay, farmer, Mr. James Headry, and Mr. Jesse Almond, the last named occupying the most westerly portion of the building. Another and older

member of the former family named Mr. John Kay (father of Thomas) became tenant of this house some sixty years ago, taking his father, William, there to end his days. William died about 1850, at an advanced age, and was buried at Turton Church; John died 5th August, 1870, aged 77, and was also interred at Turton Church. Most probably this family are an off-shoot from the John Kay who bought the Entwisle Hall Tenement some 224 years ago, but on account of the absence of reliable records the branch is almost lost to the parent tree.

DOCUMENT VI.

EDWARD TYLDESLEY'S BOND FOR PERFORMANCE OF COVENANTS.

In addition to the minute and detailed recitals set forth [see Document No. 5] by Edward Tyldesley, Esq., at the time of the sale of Entwisle Hall to John Kay, in 1657, another yellow parchment bearing on the same subject has, along with others, been rescued from oblivion by the present writer. On carefully examining this treasure it was identified as the original bond for Mr. Tyldesley's performance of the numerous and (one would think) conclusive covenants and well-worded agreements mentioned in the preceding conveyance. The intrinsic value of the small deed now under notice is much enhanced by the fact of Mr. Tyldesley's accompanying signature, which is written in a clear, bold, scholarly hand. As will be seen the bond is indicted as £600, exactly double the amount of the purchase price. The subjoined is a copy of the document—nothing having been omitted but legal repetitions:—

"Know all men by theis presents, That I, Edward Tyldesley, of Morleys, am firmly bounden vnto John Kay, of Entwisle, yeoman, in Sixe hundred pounds to bee paid to John Kay or his certeine Attorney in that behalfe, his executors, &c., for the true payment whereof I bynd mee, my heires, &c., firmly by theis presents. Sealed with my seal, dated the Twelveth day of June, 1657.

EDWARD TYLDESLEY.

Sealed, signed and delivered in the presence of vs:—
THOMAS GOODEN, JEREMIAH AINSWORTH, JOHN PARKER,
FRANCIS NOBURY, ROGER BRANDWOOD, ADAM SMYTH."

Jeremiah Ainsworth (second witness to Mr. Tyldesley's signature) was, according to Foster's Lancashire Pedigrees, son of Jeremiah Ainsworth, of Tottington. He was born December, 1622. In a deed dated 10th August, 1678, between Mr. Benjamin Brooke, of Harwood, and Mr. Jeremiah Ainsworth, the last-named is styled "yeoman," though from the repeated occurrence of his signature on documents relative to the district of Entwisle, it is not altogether unlikely he was a member of the legal profession. Mr. Ainsworth, like his parent, lived at Tottington, and by his marriage had issue a son Thomas, who became possessed of Spotland by his marriage with Jane, daughter of Jas. Eckersall, Esq., of Spotland. From this Thomas, who died in 1742, descends William Harrison Ainsworth, Esq., of Spotland and Beech Hill, the popular historical novelist and author of "The Lancashire Witches," "The Tower of London," "The Star Chamber," "James the Second," "Stanley Brereton," &c., &c. Mr. W. H. Ainsworth was born on the 4th February, 1805.

On the obverse side of the above-cited "Bond for performance" are written the conditions of Mr. Tyldesley's obligation. The following is a copy:—"The condition of this obligac'on is such that if Edward Tyldesley, his heirs, &c., doe truly fulfill the covenants and agreements specified, as well in one indenture quadruplicate beareinge date the 2nd of this instant June, and made betweene William Parkinson, of Bilsboro, gentleman, and John Rigby, of Gatehouse, yeoman, vpon the first p'te; Thomas Thomason, of Edgworth, yeoman, and Lawrence Horrocks, Edgworth, yeoman, upon the second p'te; frances Tyldesley, of Merscough, widow, and Edward Tyldesley, vpon the third p'te; and francis Norbury, of Entwisle, yeoman, Roger Brendwood, of Entwisle, yeoman, and the within named John Kay, vpon the fourth p'te. Also in one other indenture triptite, beareinge date with the within written obligac'on, made betweene Edward Tyldesley vpon the first p'te, the said John Kay vpon second p'te, and John Rigby, of Shevington, yeoman, and John Parker, of Merscough, yeoman, vpon the third p'te. According to the severall and respective tenors of the same Indentures, without fraud or covin, that then the present obligac'on to bee voide and of none effect, or else to remaine in full power and virtue."

DOCUMENT VII.

CHIROGRAPH OF A FINE DATED 1657.

In days gone by it was necessary to refer stipulations of any moment requiring the aid of "counsel advised in law" to a Superior Court. Until this course had been pursued no transaction was properly concluded. Thus the attorneys acting for Mr. Edward Tyldesley and Mr. John Kay in the transfer of some of the Entwisle property in 1657 instituted a plea of covenant on behalf of their respective clients, and sought security by placing their cause before the presiding judges at the Court of Lancaster. The decision of that power being accordingly obtained a chirograph, or duplicate parchment, was drawn up, and then cut in twain in a vandyke or scollop manner, one of which was given to each of the two principal parties in the case. One of these "scolloped writings" (that originally belonging to John Kay) has, after many years of apparent neglect, been kindly placed at my disposal by its worthy owner, and opportunity is here taken for reproducing the same; the original orthography being strictly observed:—

"This is the finall agreement made in the Court at Lancaster on Wednesday the 26th August, 1657, before John Parker, one of the Barons of the Exchequer of the Lord Protector, and Huton Cross, Servant at Law, Justices at Lancaster, and others then and there present, Betweene ffancis Norbury, Roger Brendwood, and John Kay, plaintifes, and Edward Tyldesley, Esqr., and Anne, his wife, deforceants, of one messuage, two gardens, forty acres of land, twenty acres of meadow, forty acres of pasture, five acres of wood, fifty acres of heath, fifty acres of moore, with the appurtenances, in Entwisle and Edgworth. Whereupon a plea of covenant was summoned betweene them in the same Court, that is to say, That said Edward and Anne have acknowledged the tenements with the appurtenances, to be the right of ffancis Norbury, as those wch: the same ffancis Norbury, Roger Brendwood, and John Kay have of the gifte of Edward and Anne. And they have remysed the same from them and their heires to the said ffancis Norbury, Roger and John, and the heires of ffancis Norbury for ever. And moreover Edward and Anne have granted that they will warrant the tenements aforesaid, with the appurtenances, to ffancis Norbury, Roger and John, against the said Edward and his ancestors. And for this acknowledgement, re-

mission, and agreement, Francis, Roger, and John have given to Edward and Anne Tyldesley, two hundred sixty pounds thirteen shillings and fourpence sterling.
LANCASTER."

On the back of this parchment the following note appears: "Delivered by proclamation according to the forme of the statute."

DOCUMENT VIII.

TAXES AND OFFICES OF JOHN KAY'S ENTWISLE ESTATE.

A small and dilapidated sheet of paper now brought to light records:—

"A copy of an agreement indorsed on the back of a deed bearing date the 16th day of May, 1661, made between James Aspden, of Entwisle, &c., and John Kay, of Entwisle, being a conveyance of four closes lying on the north-east side of said Aspden's house, supposed to be Whitacar's tenement, called the Green Field, the Rushey Field, the Green Field Hill, and the Whiddleston, as follows:—'Sealed, signed, and delivered in the presence of us, with this agreement that the within-named John Kay, his heirs, &c., for the within-granted premises, and all taxes and lays after the rate and proportion of three farthings the quinden or fifteen, and no more, and that the within-named James Aspden, his heirs, &c., will hereafter free and discharge John Kay, his heirs, &c., from the office of constableness for the within-granted premises and from all charges and from all incumbrances relating to the same office.'"

These presents were sealed and delivered in the presence of "JOHN ENTWISLE, HUGH ENTWISLE, HENRY KNOWLES, JOHN KAY, THURSTAN SMETHURST, JER: AINSWORTH."

The John Kay referred to in this document is not he who purchased Entwisle Hall, but may be identified as the son of Alexander Kay and brother of James Kay of Entwisle [see Documents 3 and 4.] John's will bears date 9th January, 1690, and probate 30th August, 1693.

DOCUMENT IX.

DIVISION OF NORBURY'S OVERHOUSE PROPERTY IN 1686.

Original documents relating to early transactions of old and influential families are at all times welcomed by antiquarians, being regarded as accurate and reliable additions to history, and considered of priceless value by the genealogical enthusiast, ever alive to fresh data. Antiquaries and genealogists interesting themselves in local historical collections can have no more authentic material than the numerous facts set forth in this series of documents, now published for the first time. In the eight preceding deeds nearly sixty names of persons residing within a few miles radius of the rural townships of Turton and Entwisle during the middle of the 17th century have been recorded, and at least half that number referred to in the accompanying personal notes. Many ancestors of several of our late and present local families have already been recounted, including the Entwistles, the Tyldesleys, the Kays, the Brandwoods, &c., and others are to follow, amongst which the Thomassons, Woods, Chethams, Knowleses, Horrockses, Lomaxes, Haworths, &c., will find a place. Most of these families, like the Brandwoods and Kays, are of more than 200 years' standing in the district, some having been tenants under the Tyldesleys long before the lands in Entwisle and that ancient Lancashire house became (by sale) separated.

The following is extracted from the original document recording the division of Francis Norbury's Overhouse property between his two sisters, Rebecca and Alice, after their respective marriages with Joshua Thomasson and John Aspden :—

"Articles of agreement made between Joshua Thomasson, of Entwisle, yeoman, and Rebecah Thomasson, wife of Joshua, vpon the one part, and John Aspden, of Livesay, yeoman, and Alice Aspden, wife of John, vpon the other part, this 1st March, 1686, as followeth :—It is agreed between the parties that whereas Francis Norbury, late of Entwisle, yeoman, deceased, by his last will and testament, bearing date 14th December, Anno Domini, 1680, did give and bequeath vnto Rebecah, now wife of Joshua Thomasson, and Alice, now wife of John Aspden, their heires, &c. (by the names of Rebecah and Alice Norbury, sisters of the testator—Francis Norbury), One messuage

and tenement, with appurtenances, situate in Entwisle, called the Overhouse Tenement, then in the tenure or occupac'on of one John Brandwood. And the executors of the testator (francis Norbury) have remised and released vnto Joshua Thomasson and John Aspden, as in the right of their wives, all their authority, title, &c., of and vnto the said messuage, &c., by vertue of which Joshua Thomasson and John Aspden have become seized of the said messuage, &c. It is therefore agreed that for the better occupyings of the messuage, a late devisi'on or seperc'ion of the same between the said parties, by the mediac'on or arbitrament of Thomas Howarth, of Lower Darwin, and John Brandwood, of Entwisle, husbandman, shall stand between them accordinge as the devisi'on is hereafter menc'oned. In first [place] it is devided vnto the sheare of Joshua Thomasson and Rebecah his wife, their heirs, &c., all that part of housinge called the Ould House, standinge on the north side of the New House, contayning twoo bayes of buildinge; and also the barne called the New Barne, standinge in the north of the cloase called the Barne Meadow, contayning three bayes of buildinge; and also the closes, clasures, and parcells of land thereunto belonging, called the Ould Marled, the Bottums (adjoyninge to the Ould Marled) and Longlymed (with waters belonginge to the same), the Longeshoot, the Barnesfield, the Barne Meadow (with all the springs and gutters runninge into the same), the Hacknow-know (with the wood, water, watereouse and wast ground thereunto adjoyninge), contayninge nyne acres of land; together with the moiety or one halfe of all fouldes, orchards, &c., belonginge. Also it is devided vnto the sheare of John Aspden and Alice his wife, their heires, &c., all that part of housinge called the New House, or the Great House, contayning twoo bayes of buildinge; and also that barne or stable called the Ould Barne, or the Little Barne, contayninge three bayes of buildinge, standinge in the said fould; and also the closes, clasures, and parcells of land called the Topp Whiddlesden, the Littell Whiddlesden, the Long Lymed, the Bottums or Banke, at the Longeshoot, and the Paggas, the Cowhay, the Carrinpitt Field (with the waters adjoyninge), the Calfe Meadow, the Marled Earth (with the waters adjoyninge at the bottum) contayning nine acres of land; together with the moiety, or one-halfe of all foulds, orchards, &c., belonginge. Also it is agreed that Joshua Thomasson

and his wife, and John Aspden and his wife, shall peaceably occupy, &c., the property devided vnto them, without any hindrance, with free liberty to use occupie, pas and repas through any of the wayes in the land of Joshua Thomasson and his wife; and also to use any convenient springe of water for the watteringe of cattell. [The same stipulations with regard to these privileges were also made on the other hand by John Aspden and his wife towards Joshua Thomasson and his wife.—J. C. S.]

In witnesse whereof, &c.,

JOHN (seal) ASPDEN.

The marke of (Seal) ALICE ASPDEN.

Sealed, signed, and delivered in the presence of vs:—

THOMAS T HAWORTH marke.

JOHN  BRANDWOOD marke.

E: GREENHALGH.

WILLIAM W HOULDEN
marke."

The seals impressed between the christian and surnames of John Aspden and his wife contain the initials "E. G." and three or four indecipherable numerals. These letters may be identified as belonging to "E. Greenhalgh," the attorney in whose care the division of Francis Norbury's bequests was entrusted. Mr. Greenhalgh was also the third witness to the signatures, and the only one of the four who wrote his own name.

Rebecca Thomasson and Alice Aspden were sisters of Francis Norbury, whose will was dated 1680 (some six years prior to the mutual division of the property between the co-heiresses). The father of Rebecca and Alice, was also named "Francis," and the mother's name was "Jane." Francis the younger, in conjunction with Richard Lowe, made extensive purchases of Entwisle lands from Edward Tydaley, Esq., of Morleys, &c., in 1670, after having been occupants of a portion by lease. [See Document No. 2.]

DOCUMENT X.

LEASE OF PART OF THE OVERHOUSE ESTATE IN
1692.

Twelve years after the date of Francis Norbury's will, and six years after legally inheriting a portion (through his wife) of the Overhouse property, John Aspden granted a twelve months' lease of it to James

Warburton, of Hoddlesden, for a nominal sum, including one pepper corn. An abstract copy of the lease is subjoined :—

"This Indenture, made the 25th Aprill, Anno domini 1692, between John Aspden, of Tockholes, yeoman, and James Warburton, of Hoddlesden, husbandman, Witnesseth that John Aspden ffor the sum of five shillings hath sold unto James Warburton all that messuage and tenement with th'appurtenances and the lands and hereditaments thereunto belonging, situate in Entwisle, conteynyn about nyne acres of land, and in the occupac'on of John Aspden or his assignes (being reputed to be one halfe or thereabouts of an antient messuage and tenement sometime called ffancis Norbury's Overhouse tenement); together with all build-ings, &c., now, late, or at any time heretofore (since the division made of the said antient messuage betwixt John Aspden and Joshua Thomasson, and their respective wives) occupied or enjoyed as part thereof, to hold the said messuage, &c., unto James Warburton, his heires, &c., ffor the tearm of one whole year, paying therefore unto John Aspden, his heires, &c., the rent of one pepper corne upon the feast day of the annunciation of our blessed Lady Mary the Virgin now next ensuing (if the same shall be demanded). And it is declared that these presents are made to the intent and purpose that James Warburton may be in actual possession of the said property, and may be enabled to accept of a grant or release of the inheritance and revere'ou thereof. In witness whereof the parties have sett their hands and seals.

JOHN (seal) ASPDEN.

Sealed, signed, and delivered, and also the within menc'oned summe of five shillings accordingly paid as is within menc'oned, in the sight and presence of us :—

WILLIAM WILSON.

JEREMIAH AINSWORTH."

The seal at one time suspended between the names of "John Aspden" is missing, probably having become detached by age and ill-usage.

DOCUMENT XI.

MORTGAGE OF PART OF THE OVERHOUSE TENEMENT IN 1692.

On the 27th of April, 1692 (*i.e.*, two days after the date of Document No. 10) another transaction was con-

cluded regarding this part of the Overhouse property, by way of mortgage for £100 from John Aspden to James Warburton, the parties to the conditions enumerated in the last parchment. The following is the pith of the temporary transfer:—

"This indenture, made the 27th Aprill, 1692, betweene John Aspden, of Tockholes, yeoman, and James Warburton, of Hoddlesden, Witnesseth that John Aspden, ffor the sum of one hundred pounds, hath granted and released to James Warburton (in his actuall possession now being by vertue of a bargaine and sale to him thereof for one year, made by indenture bearing date the day before [the date hereof]) all that messuage and tenement with th'appurtenances, &c., to hould the property vnto James Warburton, his heirs, &c., for ever. To be houlden of the chief Lord or Lords of the fee or fees thereof by the rents and services of right accustomed. And John Aspden doth agree that during the space of ten years, upon the request and charges in law of James Warburton, to doe anything for the better conveying of the said premises. In witness, &c.,

JOHN (seal) ASPDEN.

Sealed, signed, and delivered in the presence of

WILLM: WILSON.

JEREMIAH AINSWORTH."

DOCUMENT XII.

ANOTHER LEASE OF THE OVERHOUSE PROPERTY IN 1711.

That part of the Overhouse estates willed to the wife of John Aspden by her brother, Francis Norbury, was redeemed after being subject to a slight mortgage for some years, and once more became the sole property of the Aspdens. Nearly twenty years after this transaction, which was executed in 1692, the lands in question were again leased, this time to a member of the old Brandwood family, of Entwisle. The parchment recording this new tenancy is thus extracted:—

"This indenture, made the 30th May, 1711, between John Aspden, yeoman, and John Aspden, son and heire apparent of the first John Aspden, both of Tockholes, on the one part, and James Brandwood, of Entwisle, son of John Brandwood, of Entwisle Hall, yeoman, of the other part, Witnesseth that John Aspden the ffather, and John Aspden the son, in considerac'on of five shillings, and other good causes, have granted and sould

unto James Brandwood, his executors, &c., all that messuage, &c., called Overhouse, situate at Entwisle, with the closes and lands with appurtenances, containing nine acres of land called the Topp Whidelsden, the Little Whidelsden, the Longe Lomed, the Bottoms or Banck at the Longshoot end, the Paggas, the Cowshay, the Carranpit Field, Calfe Meadow, Marled Earth, &c., now in their possession; and a rateable and proportionable part of the wasts and com'ons within Entwisle and Edgworth, belonging to the Manor of Entwisle, and all tithes of corne and graine, &c., growing upon the said premises; and all edifices, hereditaments, lands, &c., of the said Aspdens' in Entwisle; and the estate and inheritance of John Aspden and Alice his wife, and John their son, in the said premises; to have and to hold the same unto James Brandwood for one whole year. Yeilding and paying unto them the rent of one pepper corne, if the same shall be lawfully demanded. In witnesse, &c.,

JOHN (seal) ASPDEN.

JOHN (seal) ASPDEN.

Sealed, signed, and deliv'ed (the within mentioned sume of five shillings being first paid) being written on double sixpeny stamp parchment, in the p'sence of

WILLIAM COOK.

JOHN WOOD.

JAS. BRANDWOOD."

Mary, daughter of John Wood above-mentioned, and John, son of James Brandwood, party to the foregoing deed, were married at the Bolton Parish Church in 1727. [See Notes to Document No. 5.] John Wood was born in 1636, being the son of William Wood, of Turton, by his wife Ellen (daughter of William Crompton, of Bedford), and grandson of Richard Wood, of Turton, by his wife Elizabeth (daughter of Henry Ryley, of Turton) [see *Palmer's MSS.*]

James Brandwood was sole executor to his father's will, which was dated 1708. His own will was written in 1715, within 30 hours after his death, and witnessed by the John Wood already referred to, and Ellen Wood his wife, besides another—viz., Jane Walker, eldest daughter of the John Kay whose will was dated 1671, and who purchased Entwisle Hall from Mr. Edward Tyldesley, in 1657.

DOCUMENT XIII.

NOTICE OF A "FINE" IN 1686.

Document No. 9 records the division of the Overhouse property bequeathed by Francis Norbury to his two sisters. Before this transaction was considered legal, the decision of the judges at Lancaster had to be obtained. The writing of another agreement was therefore necessary, to which the signatures of the respective parties concerned were subscribed, thus sanctioning the mode of procedure, and announcing their willingness for the matter to be placed on a sure basis. The following is abstracted from the original parchment deed giving notice of an intended appeal:—

"This indenture, made the 1st August, 1686, between Joshua Thomasson, of Entwisle, yeoman; Rebecca Thomasson, wife of Joshua; and John Aspden, of Livesay, yeoman; and Alice Aspden, wife of John, vpon the one part; and Henry Knowles, of Edgworth, yeoman, and Martin Kay, of Edgworth, yeoman; vpon the other part. Witnesseth that whereas one fine is intended to be levied att the next great gen'all sessions of Assizes to be houlden at Lancaster, by Joshua and Rebecca Thomasson and John and Alice Aspden, vnto Henry Knowles and Martin Kay of all that messuage, lands, &c., situate in Entwisle, called the Overhouse Tenement, formerly in the occupac'on of John Kay, deceased, and not long since in the tenure or occupac'on of ffrancis Norbury, deceased, but now or late in the occupac'on of Joshua Thomasson and John Aspden; and of all houses, orchards, ffoulds, &c., to the said tenement belonginge, by the name of one messuage, twoo barnes, one garden, one orchard, six acres of land, ffoure acres of meadow, eight acres of pasture, eight acres of moore, twoo acres of mosse, and com'on of pasture for all cattle, with appurtenances in Entwisle and Edgworth. It is agreed by the said parties that from the time the said fine shall be levied the cognisees named in the fine shall stand seized of all the said heraditaments, &c., i.e., of all that housinge called the Ould House, standing on the north side of the New House, containinge twoo Bayes of buldinge, or thereabouts, and that barne called the New Barne, standinge in the north side of that cloase called the Barne Meadow, and containinge three Bayes of buldinge; and all those cloases, cloasures, p'cells of land, &c., belongeing, called the Ould Marled, the Bottums adjoyninge the Ould Marled, the Lounge-

lymed, with the waters belonging to the same; the Longeshoot, the Barnefield, the Barne Meadow, with all springs and gutters running into the same; the Hecknow-know, with the wood, water, &c., adjoininge, containinge nine acres of land; together with the moity or one halfe of all ffoulds, orchard, &c., to the said tenement belonging; to and for the sole use of Joshua Thomasson, his heirs, &c., for ever, to be houlden of the chiefe Lord or Lords of the fee or fees thereof by the rent and service thereof of right accustomed. And as concerninge that other part of housinge called the New House, or the Great House, containinge two bayes of buldinge; and that barne or stable called the Ould Barne, or the Little Barne, containinge three bayes of buldinge, and standings in the said fould; and all those closes, clasures, parcells of land, &c., belonginge, called the Toppe Whidelsden, the Little Whidelsden, the Longelymed, the Bottums or banks att the Longeshoot end, the Paggas, the Cowhay, Carrenpitt field with waters adjoininge, the Calfe meadow, and the Marled Earth with waters att the bottom of the same, containyng nine acres of land; together with the other moity belonging to the said tenement, for the sole use of John Aspden, his heirs, &c., for ever. In witnesse whereof, &c.

REBECCA THOMASSON (seal)

R marke.

JOHN ASPDEN (seal).

ALICE N ASPDEN

marke.

HENRY (seal) KNOWLES.

MARTIN (seal) KAY.

Sealed, signed, and delivered in the presence of vs, by the parties within named :—

WILLIAM HORRACKES.

JOHN — KAY marke.

E: GREENHALGH."

DOCUMENT XIV.

ARTICLES OF JANE WALKER'S DOWER, 1688.

Part of the property enumerated in detail in the last deed [No. 13] was subject to an annual charge of 20s., to be paid to Jane Walker, wife of Nathan Walker, of Pilkington, and formerly wife of Robert Norbury, of Entwisle (brother to Francis, the testator), hence the bequest of 20s. a year during the lifetime of Jane.

Joshua Thomasson (through his marriage with Rebecca Norbury (was held responsible for this dower by the four executors of Francis Norbury), the charge being placed upon his quota of land. For the more effectual carrying out of this, a deed, of which the following is an abstract, was executed :—

"This indenture, made the 11th June, 1688, between Joshua Thomasson, of Entwisle, and Thomas Thomasson, of Edgworth; Thomas Ellison, of Over Darwin; Edward Hamer, of Buckden; and John Kay, of Entwisle, yeomen (executors of Francis Norbury, deceased), Witnesseth that Joshua Thomasson for keepinge harmless and indemnified the said Thomas Thomasson, Thomas Ellison, Edward Hamer, and John Kay concerninge the payment of 20s. a yeare unto Jane, now wife of Nathan Walker, during her life, which 20s. falls, by the will of the said testator, Francis Norbury, chargeable upon that moiety of the messuage and tenement in Entwisle (called the Overhouse tenemt:) given unto Rebecca, now wife of Joshua Thomasson. Joshua Thomasson hath demised, &c., unto the said executors that parcell of land called the Ould-marled to hould duringe the terme of ninty and nyne yeares, if Jane Walker happen soe longe to live. Yeildinge and payinge therefore yearly vnto Joshua Thomasson, his heires, &c., the rent of one red rose att the feast of St: John Baptist (if it be demanded) in lue of all other rents, &c., in respect of the same premises, provided alwayes that Joshua Thomasson, his heires, &c., shall consent and pay vnto Jane Walker 20s. yearly vpon the feast of St: John Baptist and the nativaty of our Lord and Saviour Jesus Christ by even and equal iportions from the date of these presents duringe her naturall life. In witnesse, &c.,

THOMAS (seal) THOMASSON.

JOHN (seal) KAY.

Sealed, signed, and delivered in the presence of

JAMES THOMASSON.

FRANCIS F T TAYLOR marks.

E: GREENHALGH."

There are two blank seals in addition to those monopolised by the signatures of Thomas Thomasson and John Kay. These were evidently intended for the other two executors, but occasion was not taken for filling them up.

Jane Walker was the eldest daughter of John Kay, of Entwisle, who purchased Entwisle Hall, &c., from the Tyldesleys. In her father's will, dated 29th November, 1671 (proved November 14th, 1672), she was styled "Jane Norbury," which shows that between that date and the date of the foregoing document she was left a widow for the first time, and afterwards married Nathan Walker, of Pilkington. The other daughters of John Kay were named Elizabeth and Alice respectively, both being under 21 years of age at the time of their father's death. The executors to John Kay's will were Isabel, his wife, and his "lovinge kinsman, William Lomax, of Turton;" the will being witnessed by "Thomas Kay" and "Jeremiah Ainsworth," the former probably son of James Kay, of the same place, and the latter confidential solicitor to the deceased.

John Kay was the second son of Alexander and Margaret Kay, of Entwisle. He died in 1690.

Francis Taylor was the eldest son of Richard Taylor, of Turton, who held property there under the Chethams of Turton Tower. The wife of Francis was named Alice, and these two lived for many years at a secluded house in Entwisle, known as "Lower Crowtrees," now [1882] the picturesque residence of Mrs. John Barlow, whose late husband inherited the same from his grandfather John, the parent of whom (William) became possessed thereof by his marriage with Catherine Taylor, a grand-daughter of Francis and Alice.

DOCUMENT XV.

SALE OF PART OF THE OVERHOUSE TENEMENT IN 1695.

For many years the "Ould House" section of the Overhouse Estates was under its first proprietors after the decease of Mr. Francis Norbury, the younger (who purchased the same from Edward Tyldesley, Esq., of Morleys), and apparently things went on as when their late owner—whose name is still attached to the old place—held the largest portion of the ancient Manor of Entwisle. It could not be expected that this tranquility would for ever reign, and in the course of events Joshua Thomasson and his wife (with whom the property came into the Thomasson family) thought fit to dispose of their somewhat extensive and valuable inheritance, hence the existence of the parchment document hereafter abstracted.

According to documents already published in these papers, and others to follow, it appears that Jane Walker, referred to in Document No. 14, was the recipient of a life interest amounting to 20s. a year (by way of dower from the will of her brother-in-law, Francis Norbury), issuing out of that portion of the Overhouse Tenement bequeathed to Rebecca Norbury. As before stated, Rebecca became the wife of Joshua Thomasson, consequently the duty devolved upon him to see that Jane's dower was remitted. Some 15 years elapsed before any particular transfer of the property was meditated, and it may be presumed that the 20s. was duly paid. At the end of this time [1695] Mr. Thomasson (on behalf of his wife) entered into a transaction which resulted in sale of the "Ould House" portion of the Overhouse Tenement to John Brandwood, of Entwisle, for £140, nearly all of which—£120—was paid in ready cash, and the remaining £20 was to be paid when Jane's interest ceased—viz., at her death. This last event did not take place until 1729-30, nearly 50 years after first inheriting her dower, and about 30 years after the purchase of the same property by John Brandwood. As John Brandwood died in 1708 he, of course could not pay the remaining £20 to Joshua Thomasson for the land which he had been in a manner possessed of for the small rental of 20s. a year. Whether the £20 was ever paid by any of John Brandwood's descendants does not appear, but it is a fact that not only did he die before Jane Walker, but that the last-named was a witness to the verbal will of James Brandwood (son of John) in 1715.

The probate of John Brandwood's will is dated 21st November, 1710, and that of James Brandwood, 19th July, 1716.

The following is the legal record of the transaction:—

"This indenture, made the 23rd Septemper, Annog domini, 1695, betweene Joshua Thomasson, of Entwisle, yeoman, and Rebecca, his wife, upon th'one part, and John Brendwood, of Entwisle, yeoman, upon th'other part, Witnesseth that Joshua and Rebecca Thomasson in considerac'on of the summe of one hundred and forty pounds paid by John Brendwood in manner following, that is to say, £120 thereof allready in hand, and £20, residue of the £140, to be paid within six months after the decease of Jane, now wife of Nathan Walker.

of Pilkington, yeoman, deceased, sometime wife of Robert Norbury, late of Entwisle, yeoman, deceased, and for other good causes; they (Joshua and Rebecca Thomasson) have sold, &c., unto John Brendwood, his heirs, &c., for ever, that messuage and tenement, &c., in Entwisle, now or late in the tenure of Joshua Thomasson, and all edifices, &c., to the same belonging, viz., the messuage or dwelling-house wherein Joshua Thomasson now inhabiteth, called the Old House, conteyning two bayes of building, standing on the north side of another house there called ye New House; the barne, called the New Barne, standing on the north side of the Barne Meadow, conteyning three bayes of building, and all the closes, &c., called the Old Marled, the Bottoms (adjoining), the Long Lymed, with waters belonging, the Longshutt, the Barnfield, the Barne Meadow, and springs, &c., running into the same, the Hecknow-knowle, &c., all which premises containe about nyne acres, and are divided as about a moitie or halfe part of an antient messuage and tenement called ffancis Norburys Overhouse Tenement, in Entwisle; together with a ratable and proportionable part of the wasts and com'ons in Entwisle and Edgworth, belonging to the Mannor of Entwisle; and all tithes of corne and grayne, &c., To have and to hould vnto John Brendwood, his heires, &c., for their use for ever. To hould of the chiefe Lord or Lords of the fee or fees thereof by the rents and services of right accustomed. And Joshua Thomasson doth agree with John Brendwood that the last-named shall stand lawfully seized of the said lands, &c., without any condic'on or lymittac'on. And further, that the said messuage, &c., now are vnto John Brendwood cleare and ffree from all other bargains, wills, dowers, &c., heretofore made by Joshua and Rebecca Thomasson, or by ffancis Norbury and Robert Norbury, late brothers of Rebecca, both of them deceased, or by ffancis Norbury, also deceased, late ffather of Rebecca, or any other person (all chiefe rents, &c., to bee henceforth payable vnto the Chiefe Lord or Lords of the fee or fees of the premises; and one annuity or yearly rent charge of twenty shillings issuing and going out of the premises vnto Jane, now wife of Nathan Walker, yeoman, and sometyme wife of Robert Norbury, deceased, during her life, in lieu of her dower or joynture in the premises, ever excepted). And Joshua

Thomasson doth covenant that he and his wife, for the space of seaven years, execute all further acts for the better assurance of the said premises vnto John Brandwood. In Witnesse, &c.,

JOSHUA (seal) THOMASSON.

REBECCA THOMASSON R (seal) her m'ke.

This indenture, being written on stampt parchment, was sealed, signed, and delivered in the presence of

WILLIAM BROWNE.

ABIGAIL LOMAX.

JEREMIAH AINSWORTH."

The obverse side of this closely-written deed contains a memorandum, dated the 24th September, 1695, recording that possession was delivered unto John Brandwood by Joshua and Rebecca Thomasson of the house "wherein they inhabitt," to be held according to the tenor of the above indenture. Below this note appear the signatures of "Willi: Horrockes, James Warberton, George Crompton."

A small loose slip of paper, connected with this document, I take the liberty of thus extracting :—

"*Vicesimo quarto die febrj [24th February] Anno RR. Willi tertij, Angli, &c., septimo Annogz Domini, 1695.*—Recd: by me, Joshua Thomasson, of Entwisle, from John Brandwood, of the same, the sum of £120, the considerac'on moneys menc'oned in an indenture of the above date, made betweene mee and my wife upon the one p't, and John Brandwood upon th' other p't, wherein and whereby I and my wife have granted a certain messuage and tenement in Entwisle vnto John Brandwood, his heires, &c., for ever. By mee, JOSHUA THOMASSON.

Witnesses hereof: JER: AINSWORTH, WILL: BROWNE, ABIGAIL LOMAX."

Jane Walker's will bears date March 16th, 1729-30, and the probate April 16th in the same year. The witnesses to the will were "Roger Brandwood, John Leigh, and Roger Bromiley." The signature of the then Bishop of Chester, "Per: Gastrell," accompanies the official copy of the will and probate, and the autograph of "Mr. Morral" (vicar of Bolton from 1721 to 1737) is written on the back of the will.

Respecting the "George Crompton," one of the witnesses to the above memorandum, the following interesting notes may be identified. The subjoined extract was copied in 1848 into an old register connected with

Turton Church from a book belonging to George Crompton. Through the kindness of the Rev. J. W. Spencer, M.A., incumbent of Turton, I am enabled to give the family record in full :—

"REBECCA, the wife of George Crompton of ton, of Tongue, who departed this life the 7th of December, and was interred on the 9th, 1745, in 61st year of her age. Her funeral sermon text was taken from 1st Chapter of Peter and 3 verse.

GEORGE CROMPTON, of Tongue, who departed this life the 25th of January, and was interred January, 27th, 1753. His funeral text was taken from 2nd Timothy, 4th chapter 7 and 8 verses.

And underneath here the children of George and Rebecca Crompton, of Tongue :—

JOHN CROMPTON, born April 3rd, 1712.

ALICE CROMPTON, born December 7th, 1714.

ELIZABETH CROMPTON, born May 8th, 1716.

ALEXANDER CROMPTON, born October 15th, 1718.

ANN CROMPTON, born January 5th, 1720.

JAMES CROMPTON, born June 1st, 1723.

GEORGE CROMPTON, born November 22nd, 1726, and Married Betty Daughter of Ralph and Mary Holt, of Turton, December 28th, 1749. These under are their children :—

Rebecca Crompton, born October 14th, 1750.

Mary Crompton, born November 23rd, 1752.

Mary Crompton, died January 31st, 1753.

Samuel Crompton, born Dec. 3rd, 1753.

Ralph Crompton, born Dec. 28th, 1755.

GEORGE CROMPTON, of Tonge, departed this life November 3rd, 1758. Text, Job 14 chapter and 14 verse."

DOCUMENT XVI.

NOTICE OF A "FINE" IN 1698, RESPECTING PROPERTY IN ENTWISLE AND HARWOOD.—NOTES ON THE BRANDWOOD FAMILY.

The following abstract of another valuable parchment deed forms a sequel to the last document. The accompanying notes are taken from reliable sources :—

"This indenture, made the 7th March, 1698, between James Greene, of Broelhurst, in Pennington, yeoman ; Joshua Thomasson, of Turton, yeoman ; and Arthur Bromiley, of Lee-yate, in Harwood, yeoman, on th'one part; and John Brendwood, of Entwisle, yeo-

man, and John Horrocks, of Edgworth, yeoman, on th'other part, Witnesseth that whereas one fyne is intended to be levied and acknowledged at the next great sessions or generall assizes to be holden at Lancaster, by James Greene and Ann his wife, Joshua Thomasson and Rebecca his wife, and Arthur Bromiley, vnto John Brendwood and John Horrocks, and the heires of John Brendwood; of and in the Hall Tenement, in Entwisle and Edgworth, menc'oned in one indenture bearing date 28th March, 1697, and made between James Greene and John Brendwood, and sold by James Greene vnto John Brendwood, his heires, &c., for evermore. Alsoe of and in all that other messuage, and lands situate in Entwisle and Edgworth, late in the occupac'on of Joshua Thomasson, or his assignes, menc'oned in one indenture bearing date the 23rd September, 1695, and made between Joshua Thomasson and Rebecca, his wife, and John Brendwood, and sold by Joshua and Rebecca Thomasson vnto John Brendwood, his heires, &c., for ever. And alsoe of and in the Lee-yate Tenement, in Harwood, late in the occupac'ons of Arthur Bromiley, deceased, late ffather of Arthur Bromiley, party to these presents, and Alice Davenport, widow, also now deceased, and in the occupac'on of Arthur Bromiley, party to these presents. And also of and in one cottage scituate near the Lee-yate in Harwood, late in the occupac'on of Thomas Bromiley, and in the possession of Arthur Bromiley, party to these presents. And alsoe of and in a ratable part of the moores, rents, perquisittes of courts, fynes, &c. (parcell of the Manor or Lordship of Harwood). And all tithes of corne and grayne, &c., growing in the said premises. Nowe this indenture further witnesseth, and it is agreed amongst all the parties to these presents, that from such time as the said fyne shall be levied the same shall bee, and the said cognizses in the same to be named, viz: John Brendwood and Arthur Bromiley respectively. In witnes wherof the p'ties haue interchangably sett their hands & seales.

JAMES GREENE.
 JOSHUA THOMASSON
 ARTHUR BROMILEY.
 JOHN BRENDWOOD.
 (m'ke I B).
 JOHN HORROCKES.
 (his I H marke).

Sealed, signed, and delivered by the p'ties within named, mutually, in the presence of us :—

JEREMIAH AINSWORTH.

RALPH SMITH."

The seals which at one time accompanied the signatures have crumbled away through age, but the loose ends of parchment to which they were originally attached retain their hold on the old deed.

John Brandwood [see Documents Nos. 5 and 15] was a relative of Oliver Brandwood, of Entwisle, whose will is dated 9th July, 1607, and probate 1608. To this will there is a valuable and somewhat curious memorandum. After dividing his money in various sums from "3s. 4d. to £30," he appoints his eldest son Roger his sole executor, as "my especiall trust ys in him." The memorandum says: "I, the said testator, did take my tenement of old Mr. Edward Tyldesley [see notes to Document No. 2] for my owne life, my wife's life, and for the life of Roger Brendwood, my sone, and the longest liver of vs, in the p'nces [presences] of Oliver Brendwood of Edgeworth, & others; and when my sone Roger was married, we whent to old Mr. Edward Tyldesley and told him of the said marriage, and he had vs goe to his sone Thomas Tyldesley, and so we did, and gave hym X li: [£10] to bringe in the wife of my said sone Roger Brendwood."

In a small pedigree, worked out in *Palmer's MSS.*, Roger Brandwood is styled as of "Wayo." He died on the 11th February, 1678-9, and was buried in the Bolton Parish Churchyard. His wife's name was "Mary;" his will bears date the 8th February, 1678-9, and the probate 20th May, 1679. Amongst some remarkable bequests recited in this will the testator gives his "messuage, &c., in Weyoh, in Entwisle, containing floweracre acres of land to my eldest sonne, James Brendwood, provided that the stone stayres in my dwelling at Weyoh are not defaced or removed, which I have often charged my sonnes not to suffer to be done;" but if this breach were made, then the testator demanded that the delinquent should forfeit £10, to be divided amongst the other children of the donor. The inventory accompanying the will is a singular production—being written on a slip of parchment about a yard long and six inches wide—and records that the goods of the de-

ceased Roger were "appreysed and valued the nyneteenth day of february, Anno dom, 1678, by John Wood, of Turton, John Brendwood, of Entwisle, John Horricks, of Edgworth, and James Knowles, of Entwisle." The total amount of the valuation is clearly set down at £834 14s. 6d., out of which sum £454 1s. 10d. was said to be owing to the testator at the time of his death. It was the great-grandson of this Roger (also named Roger) who married Ann, the eldest daughter of John Sharples, Esq., of Sharples Hall. Ann died at the age of 36 years, being born in 1716, and dying the 13th January, 1752; she was buried in Bolton Churchyard [*Palmer's MSS.*]

Roger (whose will has just been cited) was also great-grandfather to Mary the wife of the "Rev. Richard Rothwell, of Rumworth, clerk," this relationship runs through another line of posterity, viz., the daughter of his grandson Roger Brandwood, gentleman, of Bolton; the latter was born in 1681, and died on the 5th June, 1761, at the good age of 80 years; he was interred at Bolton.

The line of descent of this (the senior) branch of the Brandwood family is:—

OLIVER died in 1607.

ROGER (1st son of Oliver) died Feb. 11th, 1678-9.

JAMES (1st son of Roger) died March 5th, 1710-1.

JAMES (1st son of James).

ROGER (first son of James), married Ann Sharples, of Sharples Hall.

The lineal descent of the John Brandwood so often referred to in these documents is not sufficiently clear to submit for truth, but in all probability he was a grandson of the Oliver dying in 1607. John's posterity may be traced as follows:—

JOHN, died 1708.

JAMES (only son of John), died 1715.

JOHN (only son of James), died 1784.

JOHN (first son of John), born 1719, died 1789.

JOHN (son of John), born 1786.

The second-named John is he who married Mary Wood at Bolton [see notes to Document No. 5], and father of an important family who became more immediately connected with the district of Blackburn. He had four sons, viz., John, William, Thomas, and James; and three daughters, viz., Elizabeth (wife of Andrew Knowles, of Quarlton, late of Little Bolton), Jane (wife of Richard

Wood, yeoman, of Entwiale), and Mary. In his will the John Brandwood who died about 1784, amongst other gifts, bequeathed to his sons William and Thomas his "messuage in Over Darwen, called Turncroft, and other lands, &c., and all my pews in the chapel of Over Darwen." This William Brandwood had two sons—John (baptised at Turton Church, 19th January, 1783, died 1857, aged 73) and James (baptised at Turton Church, 16th August, 1795; died unmarried, 13th December, 1855, aged 62; he was a justice of the peace for many years). It is to the first of these last-named offspring that Mr. W. A. Abram, in his *History of Blackburn*, attributes the purchase of the Turncroft estate from Mr. Sudell. This is obviously erroneous, as will be understood by the above extract from the will of the John Brandwood dying about 1784, who left the Turncroft property to his sons William and Thomas. The estates passed from William to John, who by Ann his wife (she died August 27th, 1822, aged 33) had issue, sons, William (born 1813, died 23 April, 1857, aged 43), Thomas (born 1817, died 1857, aged 40), James (born 1818, died 18 May, 1819, aged one year), and James (born 1821, died 12 March, 1849, aged 27), and daughters, Ann (born 1820, died 1821) and Jane (born in 1815, married first Mr. Eccles Shorrocks, secondly, the Rev. Philip Graham, and died without issue at Turncroft, 17 April, 1867, aged 52). A raised tomb-stone on the south side of Darwen Church, records the death of the last-named John, thus:—"John Brandwood, of Turncroft, brother of James Brandwood, senior, [second son of William] and father of the above-named James, William, and Thomas Brandwood; he died November 12th, 1857, aged 73 years." In the Darwen Higher Chapel-yard on a raised stone immediately opposite to the front entrance to the Chapel, the following is inscribed:—"Sacred to the memory of Ann, the wife of John Brandwood, of Turncroft, in Over Darwen, who departed this life the 27th day of August, 1822, in the 34th year of her age. Also James, their son, who departed this life the 18th day of May, 1819, aged 1 year. Also Ann, their daughter, who died 25th day of August, 1821, in the 2nd year of her age."

Jane, the eldest daughter of John and Ann Brandwood, was the longest liver of her family, consequently the bulk of the Turncroft estates devolved upon her, but dying without issue, the old family inheritance

passed to her second husband, the Rev. Philip Graham, who now [1881] enjoys the Turncroft estates, which for upwards of 100 years were held by the old Lancashire family of Brandwood, who had raised their social status in the county, and by their generosity won eulogiums from the aged poor of Entwisle.

DOCUMENT XVII.

LEASE OF PART OF ENTWISLE HALL IN 1723.

After sixty-six years of "quiet and peaceable possession and seizen" of Entwisle Hall by John Kay and his heirs, in its transfer from the old Tyldesley family in 1657 [see Document No. 5] this ancient homestead is again subjected to legal intervention.

From the will of John Kay, dated 1671, it will be understood that he had three daughters—Jane, Elizabeth, and Alice. At the time of her father's death, the first-named was the wife of Robert Norbury, son of Francis and Jane Norbury, of Entwisle—Francis being father of the Francis who was joint purchaser with Richard Lowe, of Holcomb, of a large portion of the Entwisle estates from the Tyldesleys, including the Overhouse Tenement. The offspring of Francis and Jane were (in addition to Robert) John, Francis (will dated 14 December, 1679-80), Joseph, Mary (administration dated 6 January, 1680-1), Rebecca (afterwards wife of Joshua Thomasson, and Alice (afterwards wife of John Aspden.) Jane Norbury (wife of Robert) after her husband's decease, married, secondly, Nathan Walker. By her father's will, Jane inherited (conditionally) "my messuage and tenement, and the lands and hereditaments thereunto belonging, situate in Entwisle and Edgworth, and now or late in the houldinge or occupac'on of me, and which I heretofore purchased of Edward Tyldesley, of Morleys, Esquire," and which, by referring to Document No. 5, will be found to be the "Hall of Entwisle." The conditions of John Kay's will were apparently duly fulfilled, and Jane became owner of this once grand manor house, which, in days long past, was esteemed as a mansion of no mean type by the gentry and other residents of the district, but which, in these comparatively degenerate historic times, is lost in obscurity. What a treasure to the ancient associations of the locality would this old hall be were it suitably renovated and restored to its former state-liness, and more prominently signalled as the honoured birthplace of one of Lancashire's noblest

military heroes, who gave his life for his king and his country.

Besides the offspring of Francis and Jane Norbury already given, there were three other daughters, viz.: Elizabeth (wife of Richard Taylor), Hannah (wife of Henry Knowles), and Sarah (wife of William Horrocks). This statement is given on substantial authority, i.e., the will of Jane Norbury (wife of Francis) dated 20th May, 1677-8, and proved the 3rd of July in the same year. Amongst the many bequests made in this will the testator leaves five shillings each to Richard Taylor, Henry Knowles, and William Horrocks, whom she individually styles as "my soone in law." Other grounds for this assertion may be found in the fact that the letter for administration of Mary Norbury's (daughter of Francis and Jane) property (executed nearly two years after her mother's will) was granted "to the sole use and behoof of Richard Taylor, Henry Knowles, William Horrocks, Rebecca Norbury, and Alice Norbury as nearest of kin to Mary Norbury, deceased."

For more than half a century after her father's death Jane Walker (formerly Kay and then Norbury) held possession of Entwisle Hall, and it was not until 1723 that its transfer was sought. In the third month of that year an agreement was executed, granting a lease of the old place to John Richardson, of Preston, for the sum of five shillings, and on the day following another deed was presented, effecting a sale or gift of part of the house in question to the same gentleman on the only condition "that he may be a good and perfect tenant of the freehold inheritance of the premises."

The following is an abstract of the first document:—

"This indenture, made the 27th March, 1723, Between Jane Walker, of Entwisle, widow (one of the daughters of John Kay, late of Entwisle, yeoman, deceased), and John Richardson, Preston, gentleman, Witnesseth that Jane Walker, for the sum of 5s. paid by John Richardson, hath sold unto John Richardson, his exors., &c., All that messuage or dwelling-house, situate in Entwisle, being part of that Capital Messuage or Manor-house called Entwisle Hall, now divided or separated from the rest of the said Hall, and in the tenures or possessions of Jane Walker and John Wood; and also all the closes, parcells of land, &c., in Entwisle and Edgworth, being part of the demesne lands belonging to the capital messuage or Manor-house, and

called the Hall Carr (with the Hall Bank adjoyneing), the Sparrow Croft, the Hall Croft, the Bents, the Great Coult Heyes (with land adjoyneing), the Little Coult Heyes, the Shore Croft (with the Cloughs or woody grounds adjoyneing), with the Wood ffalls; and a ratable share of com'on of pasture and turbary upon the wasts and com'ons in Entwisle and Edgworth, belonging to the Mannor of Entwisle; with a ratable part of the same com'ons when they shall be inclosed; and all manner of tythes, &c., growing or arising out of the said premises. Together with all houses, buildings, folds, quarries, &c., belonging to the same; and all other messuages, lands, and tenements of Jane Walker situate in Entwisle and Edgworth or elsewhere, whereof she hath any inheritance, &c.; and therever'ons and remainders of the said premises, with all rents, &c., payable upon any lease made of the premises. To hold the said messuage, &c., unto John Richardson, for one year, to his only use, that he may be in actual possession of the premises, and also be enabled to receive of a grant of release which is intended to be made to him by one indenture quadripartite between Jane Walker, John Richardson, Thomas Knowles, of Edgworth, yeoman, and John Wood, of Entwisle, yeoman (nephew of Jane Walker). In witness, &c.,

her marke

JANE I (seal) WALKER.

Sealed, signed, and delivered (the within menc'oned considera'on money of five shillings being first paid) in the p'sence of vs, the treble sixpenny stamps being first visible :—

JOHN WELCH.

THO: SHIPPHARD."

DOCUMENT XVIII.

RECOVERY OF PART OF ENTWISLE HALL IN 1723.

The following is an abstract of the indenture referred to in the last document :—

"This indenture quadripartite, made the 28th March, 1723, Between Jane Walker, John Richardson, Thomas Knowles, and John Wood, Witnesseth that for the docking, cutting and barring, and destroying of all estates tail and remainders thereupon depending of all other estates and interests heretofore created or declared concerning the messuage or dwelling-house, &c., and for settling and sharing the same to the uses hereinafore menc'oned, and in considerac'on of 5s. paid to

Jane Walker by John Richardson, Jane Walker hath released and confirmed unto John Richardson (in his actual possession by virtue of one indenture of sale made for one year dated 27th March, 1723), All that messuage, &c., in Entwisle, being part of Entwisle Hall, and now divided from the rest of the Hall, and in the possession of Jane Walker and John Wood, with their appurtenances [as given in Document No. 17]; to hold unto John Richardson, his heirs, &c., for ever, that he may be a good and perfect tenant of the freehold inheritance of the said premises, against whom a com'on recovery may be executed for the same; and it is agreed between the parties that at the next Assizes for pleas to be holden at Lancaster, that a com'on recovery shall be executed at the cost of John Wood, and a writt of entry shall be brought in the name of Thomas Knowles, as plaintiff, against John Richardson as tenant of the said premises, &c., by the names of one messuage, one barn, one garden, one orchard, ten acres of land, seven acres of meadow, eight acres of pasture, ten acres of moor and com'on of turbary, and com'on of pasture for all cattle, with appurtenances, in Entwisle and Edgworth; and also all tyths, &c.; to which writt John Richardson shall appear in his proper person, and shall vouch to warranty Jane Walker, who shall appear in person or by attorney. And it is agreed that the com'on recovery is declared to be enure, and the recoverer shall stand seized thereof to the vse of Jane Walker, and after her death to the vse of John Wood, his heirs, &c., for ever. In witness whereof, &c.

her I marke

JANE (seal) WALKER.

JON: (seal) RICHARDSON.

his T marke

THOMAS (seal) KNOWLES.

JOHN (seal) WOOD.

Signed, sealed, and delivered by the within-named Jane Walker, Thomas Knowles, and John Wood, in the p'sence of vs (the treble sixpenny stamps being visible):—

JOHN WELCH.

THO: SHIPPHARD.

Signed, sealed, and delivered by the within-named John Richardson in the p'sence of vs:—

JON: KEARSLY.

THO: SHIPPHARD."

The four seals accompanying the signatures of the parties to the deed are each of a different design.

From the two preceeding deeds it will be seen how Entwisle Hall passed from the first family of Kays who owned the same by purchase from the Tyldesleys in 1657. A portion of the old edifice again became numbered amongst the possessions of another branch of the Kays, and is now held by the Lord of the Manor of Turton, and rented by a third section of the Kays of Entwisle.

Thomas Knowles, third party to Document No. 18, was nephew to Jane Walker. The relationship is thus explained: Jane Walker's first husband (Robert Norbury) had a sister who married Henry Knowles, who had issue besides others of Thomas; hence his right to appear as plaintiff in the recovery of a part of Entwisle Hall.

Thomas Shipphard, the attorney appointed to execute these two deeds, and the second witness to the signatures of the parties concerned, was a resident of Bolton, and conducted an extensive business. He had a son named Hewitt, whom he articulated to his own profession, and ultimately took into partnership. The character of the former gentleman is pourtrayed on a tombstone which covers his remains, lying near the south-east, exterior corner of the Bolton Parish Church, which records:—"Here resteth the body of Rachel, wife of Mr. Thomas Shipphard, daughter of John Hewitt, who departed this life 8th day of May, 1731, aged 71. Here also resteth the body of Mr. Thomas Shipphard, who was here interred the 11th July, 1771, in the 82nd year of his age.

God works wonders now and then;

Here lies a lawyer—an honest man."

Mr. Hewitt Shipphard died about four years after his father, *vide* tombstone inscription:—"Also was here interred the body of Mr. Hewitt Shipphard, son of Mr. Thomas Shipphard, who departed this life the 15th December, 1775, in the 59th year of his age."

DOCUMENT XIX.

A DISPUTED MARRIAGE PORTION IN 1693.

The copy of a document of rather an uncommon and interesting character is the next selected for elucidation, viz., the official award in a disputed marriage portion case. From the subjoined abstract it appears that a certain cottage in Entwisle was given by John

Kay, of Entwisle, to his daughter Alice, on her marriage with John Haslam, of Sharples, but of which she was not to become actually possessed until after her father's death. John Kay died in 1690, appointing his two sons, John and Arthur, as his executors. In the will of the senior John Kay, dated 9th January, 1690, no mention is made of Alice Haslam, his daughter, as her exit from life's busy stream had taken place before his own decease ; but the names of "Richard and John Haslome, sonnes of John Haslome, and grand-children of the testator," appear in two places in that all-important writing, though in neither case is a "house or cottage" bequeathed to them in lieu of their late mother—the only interest being their mother's share of the testator's personal estate;—and John Haslam, the father, received a legacy of "2s. 6d." As no deed of gift of the said cottage was forthcoming, the executors declined to grant the claim of John Haslam, their brother-in-law, hence the dispute, which was ultimately—after three years of litigious controversy—amicably settled by arbitration. A perusal of the following award will be necessary to thoroughly understand the nature of the contention :—

"To all Christian people to whome this present writing of award shall come, Edward Richardson, of Tonge, gent., sendeth greeting. Whereas, variances have beene and are still depending betweene John Haslam, of Sharples, husbandman, and John Kay, of Turton, husbandman, and Arthur Kay, of Entwistley, shoemaker (John and Arthur Kay being executors of the testament of John Kay, late of Entwisle), concerning severall demands made by John Haslam, relating to a marriage portion with Alice, his late wife, who was daughter of the said John Kay, the testator, which portion or child's part is alledged to be demised by John Kay before the intermarriage of John Haslam and Alice his late wife ; which marriage tooke effect above 20 years since, but the promise not binding till after the decease of John Kay, the testator. As also concerning the right, tytle, and interest of a certaine house, cottage, and garden, with appurtenances, in Entwisle, ffor the appeasing and determining whereof the said parties have elected and chosen mee, the said Edward Richardson, to be sole Arbitrator, to award concerning the same. And concerning all accons [actions], suites, &c., depending betweene them from the be-

ginning of the world to the date of their bonds of arbitration, and submission to my award; so that the award be made in writing vnder my hand and seale. Now know yee that I, taking upon mee the charge and burden of the arbitrement, and haveing deliberately heard, viewed, and considered the proffes, sayings, and allegations of eyther party concerning the p'mises, and wishing to sett an unity and frendshipp betwixt them, doe thereupon make my award in manner and forme following:—first, I order that John Kay and Arthur Kay shall, on the 2nd february next, pay unto John Haslam the sume of £15 10s., at the house of Charles Holland, in Bolton-in-le-Moors, inkeeper, betwixt the houres of twelve & one of the clock. And I further order that John Haslam shall, upon the same day signe, seale, and deliver unto John & Arthur Kay (upon tender thereof made by them) one bond or obligac'on of the penalty of £10, conditioned that if hee (John Haslam), his executors, &c., doe beare harmles & indempnified John and Arthur Kay from all such tytle, clayme, &c., which Richard and John Haslam, sonnes of the said John Haslam, have to the said house, &c., or dividend of the sume of £15 10s., by force and virtue of the will of John Kay. And further if Richard and John Haslam, the sonnes, when they shall attain to the age of 21 yeares, shall seale and execute a sufficient release to John and Arthur Kay of their tytle or interest to the said house or the said sume of £15 10s.; then the obligac'on to be voyd or else to remain in full force and virtue. And lastly, I order that the said parties vpon there mutuall performance of the things before awarded respectively shall signe, seale, and deliver generall releases each to the other, which shall be dated 1st february next. In witness whereof I have to this my award, putt my hand and seale, the 14th November, Annogz domi'o, 1693.

EDW: RICHARDSON.

(seal)

Signed and sealed in the presence of

JOHN GRUNDY.
OLIVER NABB."

This document is composed of hand-woven paper, now in a state of rapid decay. In all probability there were two copies of the award written by Edward

Richardson, the arbitrator, one for the Kays, and the other for the Haslams; that from which the above has been taken was the property of the former disputants, as shown from the memorandum "for John and Arthur Kay" appearing on the back of the deed.

John Kay, the elder, was the son of Alexander and Margaret Kay, of Entwisle, and brother of James Kay, of the same place [see Documents Nos. 3 and 4]. John was married at the Bolton Parish Church, on the 24th December, 1641-2, to Ann Whiteley, and had issue two sons and five daughters, viz., John, Arthur, Alice (wife of John Haslam), Margaret (wife of Christopher Horrocks), Elizabeth (wife of James Whewell), Mary (wife of James Mason, of Turton, married at Bolton Parish Church 11th February, 1683), and Anne, (wife of Henry Knowles, of Edgworth, married at Bolton Parish Church 5th May, 1696.) This John (the elder) purchased considerable property from Edward Tyldesley, Esq., of Morleys, and James Aspden, yeoman, of Entwisle [see Document No. 8], some 30 years before his death, of which he was seized at the time of the writing of his will. The same will was proved on the 30th August, 1692-3. An inventory of the goods and chattels of John Kay was taken on the 16th August, 1692-3, by John Brendwood, Lawrence Whittaker, Martin Kay, and James Kay, yeomen, all of Entwisle; the total being set down at £51 8s. 4d.; this valuation was approved on the 6th October, in the same year.

John Kay, junior, after his marriage had issue of Arthur, Nathan, and Joseph. Arthur, the first son, in due course became united to Mary ———, and had three sons and four daughters—James, John, Joseph, Hannah, Mary, Elizabeth, and Ann; the youngest son (Joseph) was father to James Kay, Esq., the founder of the family at Turton Tower, and great-grandfather to the present manorial Lord of Turton.

DOCUMENT XX.

MONETARY ACKNOWLEDGMENT BY RICHARD HASLAM.

The subjoined abstract has reference to the transactions recorded in Document No. 19:—

"Knowe all men by these presents, that I, Richard Haslam, of Dunsar, in Turton, husbandman (son of John Haslam, of Sharples, by Alice, his late wife, daughter of John Kay, late of Entwisle, yeoman, deceased), doe acknowledge and confesse my selfe to

have received from John and Arthur Kay, sonnes of the said John Kay, deceased, and executors of the testament and last will of him, the sum of £1 2s. 0d. in full payment of such filiall pore'on or child's p't of goods, gifts, legacies, &c., as were due to mee after the decease of John Kay, my late grandfather, or otherwise left to mee by his will, with which sum I acknowledge my selfe fully contented, and of which I discharge John and Arthur Kay for ever And further knowe yee that I (Richard Haslam), for divers good causes, have remised, released, &c., for evermore, vnto John and Arthur Kay (in their actual possession now being), and to their heirs, &c., All the estate, right, title, &c., of that house, cottage, and, garden in Entwisle, late in the possession of John Kay, my grandfather, as also of such dividend of £15 10s. awarded by Edward Richardson, of Tong, gentleman, in a certain writeing, under his hand, dated the 14th November, now last past [1692-3], to be paid by John and Arthur Kay vnto John Haslam, my father, on the 2nd february instant, ffor the tytle of my father and of mee, and John Haslam, my brother vnto the said premises and other reall and p'sonall estates of my grandfather. In witness whereof I have putt my hand and seale. Dated 1st february, Anno d'ni, 1693.

RICHARD R h HASLAM, his mark.

Sealed and delivered in the presence of vs, with the words one pound two shillings explained in the condition before the ensealing hereof.

CHRISTOPHER HORROCKES.
JOHN HORROCKES."

DOCUMENT XXI.

CONVEYANCE OF ENTWISLE PROPERTY IN 1670.

From the subjoined deed it appears that the purchase of the Entwisle property from the Tyldesleys by Francis Norbury and Richard Lowe (already noticed in Document No. 2) was not solely on their own behalf, but also in trust for other old inhabitants of that district, one of whom was Thomas Kay. This gentleman had evidently become attached to the former abode of his ancestors and the place of his birth, and, when opportunity afforded, was naturally prompted to buy the old tenement which had been held by lease under the Tyldesleys for so many years. For the moderate sum of £43 this purchase was effected. The transfer

from Messrs. Norbury and Lowe to Thomas Kay being legally recorded on parchment in the usual manner, occasion is here taken for abstraction :—

"This Indenture, made the 10th September, 1670, Betweene ffancis Norbury, of Entwisle, yeoman, and Richard Lowe of holcombey, yeoman, vpon th'one parte, and Thomas Kaye, of Entwisle, husbandman (sonne of James Kaye, of the same, husbandman), vpon th'other parte, Witnesseth that ffancis Norbury and Richard Lowe, att the speciall instance and direction of Thomas Kaye, and in discharge of a trust in them reposed by Thomas Kaye (who hath already satisfied and paid the sume of £43 ffor the purchase of the messuage, tenements, lands, &c., hereafter granted ;— but took the purchase thereof in the names of ffancis Norbury and Richard Lowe in trust for him, and to the intent that they should conveye the same vnto him ;— they (ffancis Norbury and Richard Lowe) have granted, aliened, sould, &c., vnto Thomas Kaye, his heires, &c., for ever, All that messuage and tenement, and the lands and hereditaments therevnto belonging, scituat in Entwisle, and now or late in the occupac'on or tenure of the said James Kaye and of Margaret Kay, widowe, mother of James, or of their assignes. Together with a rateable and proportionable parte of the wasts and com'ons in Entwistle and Edgworth, belonging to the Mannor of Entwisle, with respect to the messuage, &c., before men'oned. And all maner of tythes of corne and grayne, &c., aryseinge out of the said hereditaments and premises. And all howses, edifices, fflowldes, orchards, liberties, &c., belonging ; and all estates, rights, titles, &c., of ffancis Norbury and Richard Lowe, except and allways reserved out of this present grante vnto Edward Tyldesley, of Morleys, Esq., his heires, &c., the moitie or one halfe of the cole mynes beinge within the wasts or com'ons belonging to the premises ; To have and to hould the said messuage, &c., vnto Thomas Kaye, his heires, &c., for ever, absolutely without any maner of condition, as ffancis Norbury and Richard Lowe purchased the same by one indenture bearinge date the 23rd July, now last past, and made betweene Edward Tyldesley and ffancis Norbury and Richard Lowe [see Document No. 2]. To hould of the chiefe lord or lord of the ffee or ffees by the rents and services of right accustomed. And ffancis Norbury and Richard

Lowe covenant that the premises shall remaine vnto Thomas Kaye, his heirs, &c., freely acquitted from all bargaines, sales, leases, &c., heretofore made except one indenture of lease dated 30th November, 1655, made by Edward Tyldesley unto James Kay, ffather of Thomas, and the terme to com'ence from the date of the same indenture ffor the terme of 99 yeares, if Alexander Kay, deceased, late ffather of James Kaye, and the said James and Thomas soe longe do live (which James and Thomas are yet liveinge); and where-upon is reserved the yearely rent of 8s. 6d. and severall boones, which shall henceforth be paid vnto Thomas Kaye. In witnes whereof the parties aforesaid have interchangeably sett their hands and seales the daye and yeare first above written, Annog Domini, 1670.

FRANCIS [suspended seal] NORBURY.

RICHARD [suspended seal] Low.

Sealed signed, and delivered, in the presence of
s:

JER: AINSWORTH.

EDWARD MORRIS.

THO: AINSWORTH."

The obverse side of this deed contains a memorandum of which the following is an abstract: — "That the daye and yeare first within written, James Kaye beinge tennante of the said messuage, &c., for the terme of ffowerscore and nyneteene yeares, became tenante to Thomas Kaye according to the purporte of the indenture within menc'oned. And for proof and manifestation thereof did give vnto Thomas Kaye the sume of sixpence of lawfull English money, in vewe of attournement. In the presence of vs:—JEREMIAH AINSWORTH, EDWARD MORRIS, THO: AINSWORTH."

Francis Norbury here mentioned, was second son of the Francis and Jane Norbury upon whom remarks were made in the preface to Document No. 17. Jane was daughter of the John Kaie, or Kay, yeoman, of Entwisle, who died in 1641, and who, in his will (dated "xxvith Maie, 1641") says, regarding Jane:—"Forasmuch as I have heretofore given vnto ffancis Norbury, my sonninlawe, and disbursed for his vse a valuable considerac'on in monie and other goods in lewe and recompence of a child's p'te and marriage goods with my daughter Jane, his nowe wyffe, and also estated him in my tenement after my decease,

which considerac'ons ffrancis was then contented to accept on, as a full satisfaction, and not to looke for any other child's p'te in the right of his wyffe. . . . I bequeath vnto the said ffrancis Norburie xxs., and to Jane his wyffe xxs.; unto John Norburie, sonne of ffrancis Norburie, one greate arke nowe standing att the said ffrancis' house, and one other malte arke, standing at my howse, and a table standing on a frame, and all my plowes & plowe yrons, harrowes, and all other vtensills belonging to husbandrie. The rest of my goods I give to be equallie divyded amongst the foure children of the said ffrancis Norburie, i.e., John, ffrancis, Robert, and Elizabeth. And I make ffrancis Norburie, my sonninlawe, my executor, &c."

The tenement referred to in this will was the "Overhouse Tenement," which, on the death of the senior Francis, descended by right of inheritance to Francis the younger; John Norbury (eldest son of the first Francis) having died some time before his father's decease. By will of the younger Francis the Overhouse property was left to Rebecca, Mary, and Alice, the three youngest sisters of the testator, who were grandchildren of old Francis and Jane, and great grandchildren of John Kay dying in 1641. As Mary died in the month succeeding the date of her brother Francis's will, the premises in question became the absolute property of her sisters Rebecca and Alice, who married respectively Joshua Thomasson and John Aspden, between whom the said inheritance was divided, and subsequently leased and released to other old families resident in the district. [See Documents Nos. 9 to 15 inclusive.]

Richard Lowe, described as a yeoman of Holcomb, near Bury, in all probability transferred his abode to the neighbourhood of Entwisle after purchasing property in that locality. His wife's Christian name was Isabel, by whom he had several children, including among others William, Mary, and Martha (wife of Andrew Knowles, of Turton). On the south-east corner of the Bolton Parish Church—in the fifth and sixth rows of graves from the Grammar School wall—are some tombstones containing records relative to the interment of various members of this old Turton family. The inscriptions read:—

FIRST STONE.

Isabel, the wife of Richard Loe, of Torton, who was buried the 30th of September, 1689.

Richard Loe, of Torton, was here interred January 26, 17—.

SECOND STONE.

R L

1686

Mary, the daughter of Andrew Knowles, was here interred ye 27 day of June, 1712.

THIRD STONE.

Mary, the daughter of Richard Loe, of Turton, was here interred the 1st day of April, 1703.

Richard, the third son of William and Jane Loe, was here interred the 1st day of February, 1741, in the 21st year of his age.

FOURTH STONE.

Here resteth the body of Martha, the wife of James Thomasson, of Edgworth, and daughter of William Loe, of Turton, who was interred the 3rd day of April, 1731.

FIFTH STONE.

R L

Martha, wife of Andrew Knowles, & daughter of Richard Loe, of Turton, was interred August 21, 1708.

SIXTH STONE.

Here resteth the body of Edmund, the beloved son of William and Jane Loe, of Turton, in the 21st year of his age, June the 12th, 1727.

William Loe was here interred June the 30th, 1765, aged 85.

An inscription after those appearing on the first stone clearly connects the Loe family with that of the Toppings. In all probability Richard Loe (or Lowe) being brother to Mary Topping. The record says: "Here resteth the body of Mary, the beloved wife of John Topping, of Turton, who departed this life the 16th day of July, 1768, in the 49th year of her age." The fifth stone also records: "Betty, the daughter of John and Mary Topping, of Turton, was here interred February the 21, 1750."

The William Loe referred to on the third, fourth, and sixth stones was the son of the said Richard and Isabel.

DOCUMENT XXII.

SALE OF "THE EDGE," IN ENTWISLE, IN 1718.

As related in last document, Thomas Kay was the first actual owner (by purchase in trust of Messrs. Norbury and Lowe), of a considerable portion of the old Entwisle estates, including a small tenement called "The Edge." Thomas died in 1688, and in 1718 his son Thomas "sould" the tenement to his sister Mary for the fictitious sum of 10s., but which, notwithstanding the payment of that consideration, was to remain subject to the rent of "one pepper corn," to be paid annually, if "lawfully demanded." An abstract of the deed relating to this subject is subjoined:—

"This indenture, made the 25th November, 1718, Between Thomas Kay, of Entwisle, yeoman, and Mary Kay, of Entwisle, spinster, Witnesseth, that Thomas Kay, in considerac'on of 10s., paid by Mary Kay, and for other good causes, hath sould vnto Mary Kay, her executors, &c., All that small parcell of land, with th'appurtenances, scituate in Entwisle, att the west end or corner of a field of Thomas Kay's, called the Edge, to hould from the day before the date hereof, dursing the term of 2,000 yeares. Yieldinge and paying yearly vnto Thomas Kay, his heirs, &c., the rent of a Pepper Corn att the feast of Pentecost if it shall be lawfully demanded.

his m'ke

THOMAS T K (seal) KAY.

Sealed, signed, and delivered (being duly stamped) in the p'sence of

CHARLES MORETON.

ROGER WALMSLEY.

25 Novr: 1718.

Then rec'd from the within named Mary Kay the sume of ten shillings [1b00-10s.] of Lawfull British money in full of the considerac'on within menc'oned. As witness my hand.

his m'ke

THOMAS T K KAY.

Witness hereof:—

CHARLES MORETON.

ROGER WALMSLEY."

Thomas Kay was son of Thomas who purchased "The Edge" (by proxy) from the Tyldesley's. Mary Farnworth was the maiden name of the senior Thomas's wife, and hailed from Edgworth. They were married at the Bolton Parish Church, on the 24th August, 1685. Their children were a son (Thomas) and a daughter (Mary). Thomas the elder died in 1688, and his will was proved in the following year. He requested to be buried in Turton Church-yard.

The names of James and Margaret Kay appear at the foot of a short list of names of excommunicated persons written upon a well-thumbed and time-eaten leaf prefacing the earliest Bolton Parish Register (the one discovered during an alteration of the old chancel many years ago). These persons were all residents in Bolton parish, and probably were excommunicated during the first quarter of the 17th century,

though certainty on this point cannot be ascertained on account of the grievously dilapidated condition of the register, which prevents a better transcript being made than the following :—

EXCOMMUNICATED UPON YE—

EDWARD CASSON, of Bolton.

ANN TONGE, of Breightmet.

HENRY YATE, of Turton.

ELLEN HASLAM, of Quarlton.

JAMES KAY and MARGARET KAY,—

For what the two last named persons (about whom we are more especially concerned) received excommunication does not appear, but it may be presumed to be neglect of payment of ecclesiastical dues, which, 250 years ago, was considered an almost unpardonable crime, and the delinquents in such cases were subject to severe penalties.

Speaking of excommunications, Mr. Brown, in his unfinished *History of Bolton* writes : "In the 'dark age,' as the middle centuries, after the Conquest, were emphatically termed, these kinds of anathemas were very dreadful in their effect. It dissolved marriages; stript the chiefs of families, however noble, of their rank, title, and estates; set aside heirships; disannulled the testimony of the excommunicated; no one was amenable to the law by whom they were maimed, hurt, or slain; no one was allowed to hold any intercourse with them, to lodge, feed, or relieve them, nor to sit at the same table with a person who was excommunicated; if they died excommunicated their bodies were excluded from consecrated ground. After the Reformation, the results of the clerical anathema was less terrible, but yet sufficiently oppressive and humiliating to be severely felt. Nor is it to be inferred that all these persons [meaning those whose names appear in the second volume of the Bolton Parish Church Register, the first book not having then been discovered] were excommunicated for violating the laws of chastity or of marriage. The spiritual court then, as now, took cognizance of various causes of complaint; such as the payment of tithes, church fees or dues, defamation, &c. Hence it would be alike unreasonable and uncharitable to conclude that the morals and lives of all these persons were deeply tainted or infamous because their names remain thus stigmatised and branded."

That James and Margaret were not parents of Thomas Kay, jun., under notice is quite certain, in fact the magnet is unmistakably attracted in another direc-

tion—to older members of the same family, viz., James, son of an Alexander Kay, husbandman, of Entwisle, who died early in the year 1599, and whose will was dated the “xxy daie of februarie” in the same year. The wife of this Alexander was called “Ellen,” by whom he had issue James, Arthur, John, and Elizabeth. James had a son named Alexander, who is only mentioned as a legatee in the said will, and is not more clearly described therein. Thus it is shown that Alexander No. 2 was the son of the excommunicated James and Margaret; therefore these “spiritual offenders” were grandparents of James No. 2 and great-great grandparents of Thomas, the party named in this document.

Reverting to Mary Kay, party hereto, she was married on the 5th July, 1739, at the Bolton Parish Church, by the Rev. Edward Whitehead, M.A., to Simon Heydock (or Haydock), of Billington, near Blackburn. Her husband died in January, 1757, and once more she was mistress of “The Edge.”

Relative to this property, Simon Haydock in his will, says:—“I give unto Mary, my well beloved wife, the sum of £20 to be raised and paid out of an estate called the Edge, and now in the occupation of Mary Kay; and also one annuity of £5 during her natural life I give unto my wife so long as she does not marry nor violate her widowhood.” For some cause or other the executors appointed to this will refused to act, and therefore Letters of Administration (with the will annexed) were taken by the widow of the testator.

DOCUMENT XXIII.

SALE OF “THE EDGE” IN 1757.

Mary Haydock did not long remain owner of “The Edge” after the death of her husband. Less than four months had elapsed when the property was sold to a William Kay, of Entwisle, for £20—the amount set upon it by the late Simon Haydock in his will—and was evidently considered a fair price. Appended is an abstract of the conveyance, which, after reciting the death of her husband, then the refusal of the executors to act, and the issue of letters of administration to her, says:—

“And whereas Mary Haydock, finding that the premises will not give more than what

was charged thereon by her husband (£20) for herself, if the same were publicly exposed and sold by way of auction, hath agreed with William Kay for the absolute sale thereof at the price of £20. Now this indenture witnesseth that Mary Haydock for £20 paid by William Kay hath sold the said premises to William, to have and to hold from the day before the date hereof for the remainder of the 2,000 years. And Mary Haydock doth promise that she hath full power and absolute authority to make the present deed; and that it shall be lawful for William Kay, during the remainder of the said term, peaceably and quietly to hold and occupy the same, and take the rents and profits without molestation of herself, her heirs, &c. In witness whereof, &c.

the mark of

MARY M (seal) HAYDOCK.

Sealed and delivered (the triple six penny stamp first appearing hereon) in the presence of

ALEXR: BLEASDALL.

RICHD: BLEASDALL.

Received the day and year first within written by me (Mary Haydock) from William Kay the sum of £20, in full of the consideration money within mentioned, for the absolute purchase of the said premises for the remainder of a term of 2,000 years. I say received by me

the marke of

MARY M HAYDOCK.

Witnesses hereto :

ALEXR: BLEASDALL.

RICHD: BLEASDALL."

Alexander and Richard Bleasdale, who appear as witnesses to the mark of Mary Haydock, were the solicitors to whom the execution of this deed was entrusted.

DOCUMENT XXIV.

ANOTHER TRANSFER OF "THE EDGE" IN 1757.

William Kay soon disposed of "The Edge" after its purchase. Epitomising the circumstances, it is shown that in May, 1757, William purchased a certain piece of land, &c., for £20, and in the September following a sum of £10 was offered for his bargain, thus raising the value of the property within four months to £30, or at the rate of 50 per cent. Notwithstanding his

warm affection for the little ancient spot, William did not think proper to forfeit so good a chance of augmenting his private exchequer, and consequently hastily embraced the tender. Thus "The Edge" again changed ownership, and another family instituted its prerogative in matters relating to the tenement. The document reads as follows :—

"*Mem.*—September 1st, 1757. A condition of a bargain made between William Kay, of Entwisle, slater, and Jane Briggs, of Edgworth, single woman, Witnesseth that for the sum of £30 to be paid to William Kay, on the 1st May next, and St. Micals' Day following, by Jane Briggs, William doth agree to transfer and release all his right, title, and interest, of one cottage and other buildings, with one garden belonging, situate at the Edge in Entwisle, late a part of the inheritance of Simion Haddock, of Billington, and now in the possession of Mary Kay, daughter of the said William Kay, being a kind of inheritance only upon the tenure of chattle lease, which conveyance I, William Kay, do promise to make over unto Jane Briggs in an absolute title on or before the 17th instant September; in default thereof I bind myself in the penal sum of £10 to be paid to Jane Briggs. And for performance of the bargain and payment of £30 by Jane Briggs unto William Kay, I (Jane) bind myself in the sum of £50. In witness whereof we have set our hands the date above written.

the mark of
WILLIAM K KAY.
JANE BRIGGS.

Witness :

ADAM LOMAX."

Jane Briggs was an innkeeper residing in Edgworth. Some time after her purchase of "The Edge" she married Joseph Kay, a carpenter, of Entwisle, and the issue of this marriage was two sons—Joseph and Arthur. The latter of these children died young, being baptised on the 23rd May, 1770, and buried on the 31st of the same month; both ceremonies are recorded in the Turton Church registers. Joseph (No. 2) lived to a good age, and conducted an extensive mechanical business in Bolton. He was in partnership with his step-brother James in the first machine works established in this town, situated in Silverwell-street, near the present Church Institute. It is related by a surviving niece of James that the firm with which he

was connected put the first mule to the first engine ever thus combined either in Bolton or elsewhere, that being at Carlisle's mill, behind the recently demolished Shakespeare Inn, Bradshawgate.

The wife of Joseph Kay, senior, is recorded to have been interred at Turton Church on the 23rd May, 1770, the same day that her infant child Arthur was baptised. Her bereaved husband soon selected another partner in life, and the children of this marriage were also baptised at St. Anne's Church, Turton, as follows:—James, 20th March, 1774; John, 25th May, 1779; Tommy, 14th November, 1784; Mary, 5th April, 1772; Betty, 19th January, 1777; and Anne, 19th June, 1788. The first son of this offspring in 1835 (when 61 years of age) bought Turton Tower and lands, including all the manorial rights appurtenant thereto when Humphrey Chetham purchased the estates from the Orrells in 1628, excepting the patronage of Turton Church living, which then belonged to the grandfather of the present patron. The last-named gentleman, in reply to a letter asking why he retained that important prerogative writes:—

“It has often puzzled myself as well as others, though it was probably arranged at the distribution of the property among the co-heiresses, why the patronage of the living of Turton is vested in the hands of, yours very faithfully,

H. SEYMOUR HOARE.

10th December, 1879.”

The founder of the Kays at the Tower possessed an ambitious nature, which was well sustained by praiseworthy ingenious capabilities. His keen perceptibility served him well when on a visit to Ireland in company with his brother-in-law, Mr. John Armstrong (husband to Mary Kay), during the early part of the present century. Whilst in the sister isle these two gentlemen became interested in the movements of an old woman occupied in flax spinning, when an idea occurred to Mr. Kay how that work could be accomplished by steam. Some time after his return, and (as he has often told it) many sleepless nights, he worked out the problem successfully. In due course he carried his invention into effect, and established mills in Preston, Chorley, and Pendleton, where he gained high reputation for superiority of work, and accumu-

lated a large capital, which enabled him, when opportunity afforded, to attain the greatest ambition of his life by purchasing the old embattled hall of Turton, and becoming the Lord of that ancient Manor. A story is still rife among the patriarchial inhabitants of the district in which Mr. Kay was born and reared, that when quite a lad, wearing clogs, and assisting his father in the farm at Edge-fold, the young aspirant many times expressed his intention of not only at some future time being a resident at Turton Tower (for which he had a profound veneration, as testified by his careful renovation of the place in after years), but also of being its owner and the Lord of Turton. Though he was over the age of three score years when his aim was accomplished, it must be understood that the Turton estates were never put in the market from the time of Humphrey Chetham's purchase in 1628, until the period in which Mr. Kay effected his bargain—1835.

Reverting again to the second marriage of Joseph Kay, family tradition relates that the ceremony was one of uncommon interest, and lived long as the most prominent topic in the locality. This couple was married from Edge-fold in Entwisle (where Joseph had resided after the death of his first wife), and the bridal party proceeded on horseback, accompanied by postillions to the number of twenty couples, to Turton Church, where the interesting union was effected. There are good reasons for believing that the bride (who was named Mally) was a member of the Knowles family of Turton, and nearly related to the ancestors of James Knowles, Esq., J.P., of Eagley Bank.

Adam Lomax, witness to the signatures of the parties to foregoing memorandum, was born in 1712. He had, with two sons who both died unmarried, an only daughter, Hannah, who married, against her father's wish, John Knowles, of Entwisle, the issue of which was three daughters and a son. The second daughter, Alice, was brought up by and lived with her grandfather, Adam Lomax, hence the erroneous supposition that she was his *only daughter*. This Alice was the second wife of Edmund Haworth, solicitor, of Turton, who died in 1810. Alice died in 1822, leaving issue nine children—five sons and four daughters. Adam Lomax was an "attorney-at-law," and had an extensive practice in the district of Turton. He lived at "Higher Dunsar,"

which place he also owned, along with adjacent lands. He died on the 8th December, 1789, possessed of good landed property. He devised the Higher Dunscar estates to his great-grandson, Adam Lomax Haworth, who died 21st January, 1872, in his 83rd year. The will of the latter was proved under £80,000 personalty, whilst that of Adam Lomax was proved under £5,000. The remains of Mr. Lomax were interred in the chancel of Walmsley Old Chapel, where the following inscription is cut upon the tombstone :—"In hope of a blessed resurrection. Here is laid the body of Adam Lomax, of Turton (and what sort of man he was that day will discover), who departed this life December 8th, 1789, in the 78th year of his age. Also the body of Mary, the wife of Adam Lomax, who departed this life December 9th, 1793, in the 73rd year of her age." Other records of Mr. Lomax's great-grand-children are also to be found on the same stone, and will claim attention in succeeding notes. A sermon improving the death of Mr. Lomax was preached at Walmsley on the 11th December, 1789, by the Rev. James Folds, lecturer of Bolton Parish Church at that time, and a personal friend of the deceased gentleman.

Adam Lomax, for his second wife, married Mary Marsh, widow of Peter Marsh. Mary was daughter of Mr. Samuel Smith, of Bolton, and sister of the Rev. James Smith, rector of Kew.

DOCUMENT XXV.

THE TRANSFER OF "THE EDGE" IN 1757.

The deed by which "The Edge" was absolutely conveyed from William Kay to Jane Briggs, in 1757, is hereunder abstracted :—

"This indenture, made the 16th September, 1757, between William Kay, of Entwisle, slater, and Jane Briggs, of Edgworth, innkeeper, Witnesseth that William Kay, for the sum of £30, paid by Jane Briggs, and other good causes, hath sold unto Jane, her executors, &c., All the said premises, To have and to hold from the day before the date hereof for the remainder of the 2,000 years. And that William Kay hath full power and absolute authority to sell the said premises. In witness, &c.,

the mark of
WILLIAM K (seal) KAY.

Sealed and delivered (the one shilling and trible six-penny stamp first appearing hereon) in the presence of
JAMES THOMASSON.

ADAM LOMAX.

The day and year first within written, received of and from the within-mentioned Jane Briggs, the sum of Thirty pounds, being in full of the consideration moneys to me to be paid for the absolute purchase of the said premises for the remainder of a term of 2,000 years. I say received in full by me

the mark of
WILLIAM K KAY."

DOCUMENT XXVI.

MORTGAGE OF "THE EDGE" NEARLY 100 YEARS AGO.

Again "The Edge" is under notice; this time the subject of a mortgage. Thirty years have gone by since this property came into the hands of Jane Briggs (afterwards Jane Kay) by purchase from William Kay. Jane, after giving birth to two sons, died, and was buried the day on which the second child was baptised [see Notes to Document No. 24]. These simultaneous events happened in the year 1770, and Joseph Kay (husband of Jane) sought letters of administration for the appropriation of his late wife's property, which was granted on the 19th May, 1788, and recorded on a slip of paper some nine inches square, upon the left side of which the seal appears in clear semi-embossment. Between the two outer rims encircling the seal are the words: "John Briggs, M.A., Chancellor of the Diocese of Chester." Beneath is written "under 100£" in the same hand as the body of the document; from this it may be understood that the administration was for a sum not exceeding that amount. The paper also bears distinct impressions of two 5s. stamps—these on the right of the appointment—and are placed side by side. The grant is thus expressed by the then Bishop of Chester (John Briggs):—"We therefore, very much relying on your fidelity, do grant you our power and authority to Administer, collect, levy, recover, and receive all goods, chattels, and credit of the said deceased [Jane Kay], which were in her own, or in the hands of any other person at the time of her death; and to pay all debts which she then owed, so far as the said goods, &c., will extend, and the law bind you. And we do appoint you (being first sworn upon the Holy Gospels, well and truly to administer the said goods, &c., and



Entwisle and

c.

Turton Church.)

Arms.—Argent, two sable.

Crest.—A Griffin's head key in the beak.

Motto.—"Periculum Evasi."

Elizabeth.

Francis Norbury,
Entwisle; died
187.

19 Bap. 19 June
177., 1788, at T. C.

Jane=James
Bd. 1878, at Thomas,
Castle Moor, Bd. 1878.
near Manchester.

JAMES=Fa	Mary=Col. John	Emily=Thomas Nel-
of Turton	da June, Hen. Wil-	Bn. 15 June, thorpe Mar-
Tower. Bn. at	Ste Scar- loughby Os-	1851, at wood, of
Scarboro', 13	Uxd. at borne.	Cheltenham; Whitby.
June, 1852; md	bn.	md. 1875 at
29 April, 1879, 185		T. C.; living
at Uxbridge; 188		1882.
living 1882.		

Signed:—

TURTON, TOWER

JAMES KAY.

," 1882.

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TILDEN FOUNDATION

also to exhibit a true inventory of the same, and render a just account of your administration thereof unto us when you shall be required) to be Administrator and Receiver of the said goods, &c." The time that elapsed between the death of Jane to the granting of Administration was just 18 years. In less than a fortnight after Joseph became legally possessed of this property—which included "The Edge" estates—he raised a mortgage of £40 on the latter place, or £10 more than his deceased wife had paid for it, and double that given by William Kay to Mary Kay in 1757. Thus it will be seen that in 30 years' time the value of the "little tenement" was augmented to twice its former price. The mortgage deed, after fully reciting the several conveyances of the property already given, thus proceeds:—

"This indenture, made the 2nd June, 1788, between Joseph Kay, of Entwisle, carpenter (late husband, and now administrator of Jane Kay, formerly Briggs, of Edgworth, innkeeper, deceased) and Edmund Haworth, of Turton, attorney. Whereas, by indenture of demise, dated 25th November, 1718, made between Thomas Kay and Mary Kay, the said Thomas did sell unto Mary "The Edge," in Entwisle, and the reversion thereof, for 2,000 years, under the yearly rent of one pepper corn, if the same be demanded. And whereas Mary married Simon Haydock, of Billington, who by his will gave unto his wife £20 to be raised out of the same premises; and Mary sold the said property to William Kay. And whereas by indenture of assignment dated 16th September, 1757, made between William Kay and Jane Briggs, William did sell unto Jane the said premises, to hold for the remainder of the 2,000 years. And whereas Jane Briggs intermarried with Joseph Kay, and afterwards died in the lifetime of her husband without making any disposition of the premises, whereupon letters of administration were, on the 19th May last, granted to Joseph Kay (her late husband and legal representative) of the goods and credits of Jane and he became entitled to the premises for the remainder of the 2,000 years. Now this indenture witnesseth that Joseph Kay for £40 paid by Edmund Haworth hath sold and transferred the said premises (the cottages being in the occupation of Henry Briggs and John Greenhalgh), To have and to hold for the remainder of the 2,000 years, provided that Joseph Kay does not

pay unto Edmund Haworth the £40 with lawful interest on the 1st December ensuing the date hereof. And it is agreed between the parties to these present that until default be made in payment it shall be lawful for Joseph Kay to enjoy all the said premises and to take rents, &c., to his own use and benefit. In witness, &c.,

JOSEPH (seal) KAY.

EDMD: (seal) HAWORTH.

Sealed and delivered (being first duly stamped) by the within named Joseph Kay in the presence of H. Walmsley and Geo: Carter, and by Edmund Haworth in the presence of H. Walmsley and William Hulton."

From the following memorandum it appears that the £40 was duly paid to Joseph Kay:—
"Received, the day and year first within written from Edmund Haworth, the sum of £40, being the full consideration money to be paid by him to me. I say received the same by me, JOSEPH KAY. Witnesses hereto: H. Walmsley, Geo: Carter."

"The Edge" was not redeemed by Joseph, but by Thomas Kaye, a descendent of the Thomas Kay who bought the property from the Tyldesleys. When the ancient place again came under the control of one of the old family, as will be seen by the subjoined:—

"*Memorandum.*—Thomas Kaye, of Bolton-le-Moors, gentleman, being the owner of the reversion in expectancy of the premises within mentioned as grandson of the within - named Thomas Kay, the lessor, and having purchased from Joseph Kay all his title and interest of the premises and the residue of the term of which the same are owned, and having this day paid me (Edmund Haworth) the sum of £48 10s. 0d. in full for principal, interest, and costs on account of the said premises and mortgage, in consideration whereof I have surrendered and given unto Thomas Kaye, of Bolton, the remainder of the 2,000 years and the said premises, in order that they may become merged in the inheritance of Thomas Kaye, of Bolton, and that he and his heirs may be seized thereof in fee simple, in possession freed and discharged of any term for years, leases, &c. In witness whereof I have set my hand and seal this 18th January, 1794. EDMD: HAWORTH (seal). Sealed and delivered in presence of THOS: ASHTON, ALEXR. HOLBOIDE."

A small slip of paper pinned to the above document records that interest for the £40 was regularly paid on the 2nd June in each year from 1789 to 1792 inclusive.

Edmund Haworth was born at Blackburn, 6th September, 1749 (baptised at Parish Church there, the following entry appearing in the register for the year:—"Edmund, son of John and Catherine Haworth, of Blackburn, bapt. 24 September"), and was descended from a branch of the Haworths of Thurcroft, near Blackburn, who were again a branch of the Haworths of Haworth, near Rochdale. The Thurcroft section entered their pedigree at the visitation of Lancashire in 1664. Mr. Haworth was articled to Mr. Walmsley, solicitor, of Bolton, who died in 1779, and who is stated to have been brother of the Rev. Edward Walmsley, Rector of Falmouth, in Cornwall. Mr. Haworth subsequently carried on an extensive practice at Turton as a solicitor, in addition to which he succeeded to the business of Mr. Adam Lomax (whose granddaughter he married). Regarding the connections of Mr. Haworth it has been said that he had command of some of the most important professional business of his day throughout the locality. He was a trustee under the marriage settlement of Miss Crompton and the Count de Manneville, in 1800, and ultimately, after considerable difficulty, obtained a separation for that lady. For his first wife Edmund Haworth married, in 1776, Margaret, daughter of Thomas Haydock, of Mellor, and by her had two daughters (Catherine and Jane) and a son (John). He married for his second wife Alice, second daughter of John and Hannah Knowles, of Entwisle, and granddaughter of Adam Lomax, the solicitor. The deaths of some of the children of this union are recorded on the same tombstone in Walmsley Old Chapel as those of Adam and Mary Lomax [see Document No. 24] viz.:—Edmund, son of Edmund and Alice Haworth, of Turton (and greatgrandson of the said Adam Lomax), who departed this life August 20th. 1794, aged one year and six months. Also Ellen, daughter of the said Edmund and Alice Haworth, who departed this life November 4th, 1802, aged three years and seven months." Altogether by this marriage there were seven sons and five daughters. Mr. Haworth, who throughout life was distinguished for his high and honourable character, died on the 30th December, 1810, aged 61 years, having never entirely recovered from

the effects of a fall from his horse about a year previously. He left (his will being dated 28th January, 1810) landed and personal property to the amount of between £2,000 and £3,000 a year; his personal estate being sworn under £35,000, which was considered a large fortune at the beginning of the present century. Mr. Haworth was buried at St. George's Church, Bolton. A portrait of him taken about the year 1808 represents him as a handsome looking man, with a somewhat dignified and intellectual expression of countenance. Edmund Haworth was succeeded in his practice by his eldest son, John Haworth (born 1778), who was joined about the year 1813 by his half brother, Adam Lomax Haworth. This partnership was afterwards dissolved and Edmund Haworth (another brother) practiced in conjunction with A. L. Haworth. The place of the second Edmund Haworth was subsequently taken by Mr. William Haworth (born 1814), only surviving son of Mr. A. L. Haworth. The latter retired in 1851, when his practice became amalgamated with that of Messrs. Rushton and Armitstead, now represented by Messrs. Fullagar, Hulton, and Armitstead, of Mealhouse-lane, Bolton. John, the eldest son of Edmd. Haworth, sen., on the dissolution of partnership with his brother A. L. H., practiced alone, and was succeeded by his eldest son, Edmund, at one time Chairman of the Bolton Board of Guardians. This Edmund died in 1865.

"The Edge," some years after the last transfer, again became the property of Joseph Kay's line; viz., James Kay, eldest son of Joseph by his second wife, and is now owned by the present Lord of Turton, whose grandfather was the purchaser.

DOCUMENT XXVII.

LEVYING OF A "FINE" IN 1786.

As stated in previous documents, the levying of a "fine" was the last legal settlement in the transfer of property from one party to another, and the way in which mutual satisfaction and security was obtained. This course was pursued by three parties concerned in a transaction of local interest recorded in the sub-joined official sanction, regarding a little property in the neighbourhood of Entwisle and Edgworth:—

"This is the final agreement made in the Court of

the Lord the King, at Lancaster, on Saturday, 28th August, 1786, before Francis Buller, Esquire, one of the Justices of the Court of King's Bench, at Westminster; and John Heath, Esquire, one of the Justices of the Court of Common Pleas, at Westminster, and others present, between John Grimshaw, gentleman, plaintiff, and James Kay and Margaret his wife, defendants, of one messuage, one barn, one stable, one shippin, one garden, six acres of land, six acres of meadow, six acres of pasture, ten acres of waste land, common of pasture for all cattle, and common of turbary, with appurtenances in Entwisle and Edgworth. Whereupon a plea of covenant was summoned between them; to wit, that James and Margaret Kay have acknowledged the said tenements and commons, &c., to be the right of John Grimshaw, as those which he hath of the gift of them, and those they have remised to John and his heirs for ever. And James and Margaret will warrant the premises to John for ever. And for this acknowledgment John hath given to James and Margaret £133 6s. 8d.

LANCASTER."

In all probability the premises here referred to are those more clearly described in the succeeding document [No. 28] as the "Edge Foot," which for many years were the subject of litigation. James (party to above writing) was the only son of Thomas Kay, mentioned in Document No. 22, and also father to a Thomas. Disappointment was felt by James on the knowledge of his father's bequest to his (James's) son Thomas of the "Edge Foot," in Entwisle, which inheritance he thought should also have been his. For thirty years after young Thomas's accession to the Entwisle property a grudge existed in the breast of his father. Corroboration will be found in the will of James (dated 4th February, 1792), in these words:—"Whereas, my late father, Thomas Kay, of Turton, deceased, by his last will gave and devised a certain messuage and tenement in Entwisle, called the Edge Foot (to which I apprehend I had a natural right, being his only son, and the same being a paternal estate), unto my oldest son Thomas Kay, his heirs, and assigns for ever, which estate, together with moneys I have expended on his account, which I have not been repaid, I judge to be more in value than I am able to give to my other sons, therefore seeing that I was deprived of

the said estate, and my said son is now possessed of the same, I think it not just and right to any of the other children that I should give him any more of what I am possessed than one shilling, which I do hereby give and bequeath unto him out of my personal estate." The testator's mind was unchanged at the time of adding a codicil to this will on the 23rd July, 1800.

The Turton Church register contains the following entry:—"James Kay, Turton, yeoman, buried. 26th July, 1800."

r———
DOCUMENT XXVIII.

THE "EDGE FOOT," IN ENTWISLE, IN 1786.—A
MISSING WILL.

Old Thomas Kay died in 1770, about seven years after the date of his will. In 1786 an agreement was come to between James Kay and his son Thomas (son and grandson of the first-mentioned Thomas), by which it was decided that the younger Thomas should have the "Edge Foot,"—it being bequeathed to him by his paternal grandfather,—though, through the absence (? secretion) of the will, appropriated by James. It may be surmised that the conscience of James would allow him no rest until he surrendered his illegal possessions to the rightful heir, and therefore, in consideration of the "natural love and affection" which he bore unto Thomas, he subsequently decided that the following agreement should be arranged:—

"Articles of agreement, made the 1st September, 1786, Between James Kay, of Turton, yeoman, and Thomas Kay (son of James). Whereas Thomas Kay, late of Turton, yeoman, deceased (father of James, and grandfather of Thomas, party to these presents), was at his death seized in fee of 'Edge Foot,' in the occupation of Thomas Whitehead, together with a ratable and proportionable part of one undivided moiety of all mines and minerals within the commons in Entwisle and Edgworth according to the quantity and quality that the said estate beareth unto other messuages, viz, the Clough Bottom, the Higher Aushaw, the Lower Aushaw, the Boltons, the Penny Shore, and Wood's Croft, all in Entwisle. And whereas Thomas Kay (the grandfather) by his will, dated October, 1763, gave the 'Edge Foot' unto his grandson Thomas Kay. And

Thomas the elder died 24th April, 1770, without altering his will, which is lost or mislaid, and cannot be found, whereby the inheritance hath devolved upon James Kay; and whereas James Kay is willing that the title of Thomas, his son, may be effectual in law to the said premises, and in order to give effect to the said will, it is hereby witnessed that in consideration of the natural love and affection which he beareth unto him, James Kay doth agree that he will grant the premises unto Thomas Kay, his heirs, &c., that he (Thomas) shall be entitled to all the rents, issues, and profits of the premises already or hereafter to become due. In witness whereof, &c.,

JAMES KAY (seal).

Signed, sealed, and delivered (being first duly stamped) in the presence of

BETTY KAY."

James Kay, by his wife Margaret, had three sons and four daughters, viz., Thomas, Richard, James (baptised at Turton Church 27th July, 1777; will proved 1836), Margaret (buried at Turton Church 20th August, 1796), Dorothy (wife of William Smith), Betty (wife of — Marsh), and Jane. The first son was a large recipient by his grandfather's will. The second son (Richard) was joint executor with his brother James of his father's will, and by his marriage had issue four sons—Thomas, Wright, Richard, and Charles—from the second of these sprang Mr. Samuel Kay, farmer, now residing at Toppings, Bromley Cross, a member of the Turton Local Board for many years. James (third son of James and Margaret) resided at the Buffs, in Turton, where he died in 1836.

Betty Kay, the witness, it may be presumed, was the third daughter of James and Margaret Kay. By her father's will Betty was entitled to a bequest of £200, to be paid by yearly instalments of £24. She subsequently became the wife of — Marsh. The other three daughters of James received from the same source similar legacies, whilst Margaret (the mother of these children) was thus provided for:—"I bequeath unto Margaret, my loving wife, one bedstead, hangings, bed, and bedclothes to the same belonging, which she shall choose; and also out of certain rents £5 yearly at one entire payment upon the 1st January, during the term of her life, if

she so long continue my widow ; but if she shall marry with a second husband the annuity to cease. I give to my wife the further yearly sum of £10 during her widowhood, the same to be paid at the time of the said £5, which sums shall be in lieu of dower." This will was proved at Chester on the 22nd December, 1800, by Richard and James Kay (sons of the testator), who were "sworn on the Holy Scripture," and by John Ashworth, "being one of the sect of people called Quakers," who made his "solemn affirmation" to administer, &c. The will was sworn under £300, and the probate is signed by "Wm. Nichols, Dep. Reg." The will, codicil, and probate occupy three sheets of parchment, on the outer one of which appears: "Expense of probate £6 7s. 10d. Thos: Bancroft, vicar and surre:; Jno: Ashworth, £6 8s. 0d." These signatures are written in bold clear hands, and are excellent specimens of calligraphy.

DOCUMENT XXIX.

LEASE OF "EDGE FOOT" IN 1786.

Simultaneous with the execution of last document another of equal importance was concluded—being a lease of the property in question (Edge Foot) from the Kays to a Preston gentleman, named Grimshaw. In this it will be seen that young Thomas Kay figures amongst the first parties to the deed, and without whom the grant evidently could not be made. This is the first time since his grandfather's death in 1770 he has appeared in the capacity of joint owner with his father of property which in reality was his own—though his inability to prove himself thus entitled, in all probability, checked him from publicly asserting his legal rights more fully than as appears in the subjoined abstract. The scheme enacted by James Kay when he took a mortgage on the "Edge Foot" estate was perhaps only thoroughly understood by himself, but from a disinterested point of view, security of cash was the purport of the transaction, though his coffers were far from being exhausted. His plans, however, being deeply laid, were certainly a success, and he thus obtained money which undoubtedly he never intended to re-pay, and never did re-pay, though he lived for 14 years after the date of the mortgage. Consequently, the debt was thrown to the account of young Thomas,

who, in due course, freed the disputed property from its long bondage, which, in sincerity, was his grandfather's legacy, and the primary cause of his father's jealous anger and his mother's grief. In this deed it will be seen that Thomas had forsaken the haunts of his younger days and took up his abode in Bolton, where he practiced as attorney in an office on the present site of Lord Bradford's offices in Bradshawgate. The conditions of the lease were thus recited :—

"This indenture, made the 1st September, 1786, between James Kay, of Turton, yeoman (only son and heir at law, and also devisee named in the last will of Thomas Kay, late of Turton, deceased), and Margaret his wife, and Thomas Kay of Bolton in la Moors, gentleman (eldest son and heir apparent of James Kay), of the one part, and John Grimshaw, of Preston, gentleman, of the other part, Witnesseth that for 5s. a piece paid by John Grimshaw, James, Margaret, and Thomas have granted All that messuage and tenement, and lands belonging, in Entwisle, containing 18 acres, and all appurtenances belonging, To have and to hold from the day before the date hereof for one whole year. Yielding and paying unto James, Margaret, and Thomas the rent of one pepper corn upon the feast day of St. Michael, if the same be lawfully demanded; that by virtue of these presents John Grimshaw may be in actual possession of the premises, and thereby be enabled to accept a release of the freehold reversion and inheritance thereof. In witness whereof, &c.,

JAMES (seal) KAY.

MARGARET (seal) KAY.

THO. (seal) KAY.

Sealed and delivered (being first duly stamped) in the presence of

JNO. STARTIFANT.

JNO. SCOTT."

Though the name of the property here leased does not appear in the above deed, it may be understood to be "Edge Foot," from the fact that a similar description is given in Document No. 28.

DOCUMENT XXX.

MORTGAGE OF "EDGE FOOT" AND THE "WHITTLE TENEMENT" IN 1786.

In addition to the "Edge Foot" another valuable piece of property is here brought to the fore, i.e., the

"Whittle Tenement," situated in Turton, over which the Chethams, of Turton Tower, had long been lords, and which had passed down through many generations of the family since its purchase by the charitable Humphrey Chetham from the Orrella. At the time of this mortgage Jas. Greene, Esq., a collateral heir to the property was Lord of the Manor of Turton, his mother being the daughter of Mr. Adam Bland, husband to Alice Chetham (heiress of her brother Edward, the last lord of his name and family of Turton). The following is an abstract of the mortgage deed :—

"This indenture tripartite, made 2nd September, 1786, between James and Margaret Kay, Thomas Kay, and John Grimshaw, Witnesseth that for £320 unto James Kay, paid by John Grimshaw, and also in consideration of 5s. unto Thomas Kay, paid by John Grimshaw, James, Margaret, and Thomas Kay have released unto John Grimshaw all the premises recited in an indenture dated 1st September instant, and all deeds and writings in the custody of James Kay relating to the premises (which messuage and lands are now in the tenure or occupation of Thomas Whitehead), To have and to hold subject to the proviso for redemption of the premises hereafter mentioned. And whereas a fine levied at the General Session of Assizes holden at the Castle of Lancaster, on the 26th August last, wherein John Grimshaw was plaintiff and James and Margaret Kay deforceants of the premises. Now it is agreed between the parties to these presents that the fine so levied shall be enure. And whereas by indenture of lease dated 29th June, 1748, made between Humphrey Chetham, of Castleton, Esq., and Thomas Kay; Humphrey did to farm let unto Thomas the Whittle Tenement, consisting of three bays, one whereof was slated and two bays thatched, and one turf house thatched, with all fields, &c., belonging, containing 20 acres, in Turton; and common of pasture on Turton Moor (so long as the same should lie open and unenclosed, but no longer), To hold during the lives of the said James Kay, and Alice Kay (daughter of the said Thomas), and Thomas Gregson (son of Jas. Gregson, late of Longworth, deceased), and the longest liver of them under a yearly rent. And whereas by indenture of assignment dated 27th November, 1756, made between Thomas and James Kay, Thomas granted unto James all the premises mentioned in the recited lease, to have and to hold during the said lives, subject

to the same rent. And James hath erected three other houses upon the last named premises. Now this indenture witnesseth that for £320, paid by John Grimshaw, James Kay had sold these premises unto John for 99 years subject to the conditions for redemption hereafter mentioned, viz., that James Kay, his heirs, &c., shall pay unto John Grimshaw, his executors, &c., the £320, with interest on the 2nd February next, without any deduction. And James and Thomas Kay do agree that it shall be lawful for John Grimshaw, after default of payment shall be made, peaceably and quietly to enter into the premises, and to take the rents thereof to his own use without denial or interruption of James and Thomas Kay. In witness whereof, &c.

JAMES (seal) KAY.

MARGARET (seal) KAY.

THO. KAYE (seal).

Sealed and delivered (being first duly stamped) in the presence of

JNO. STARTIFANT.

JOHN SCOTT.

Received the day and year first within written, by me, from John Grimshaw, £320, being the mortgage money mentioned to be paid by him to me. As witness my hand.

JAMES KAY.

Witnesses:

JNO. STARTIFANT.

JOHN SCOTT."

When Humphrey Chetham (founder of Manchester Blue Coat School and Library) died in 1653, the Manor of Turton passed to his nephew George Chetham, of London, high sheriff of Lancashire in 1659. He died at Turton Tower in 1664. James, the son of George by his second wife, was next Lord of Turton, and succeeded at his death, in 1697, by his eldest son Samuel, who was also high sheriff of Lancashire in 1738; he died in 1744. The next lord was the only surviving brother of Samuel—viz., Humphrey. This gentleman is he mentioned in the above deed. He granted a lease for three lives of the "Whittle Tenement" in 1748, to Thomas Kay (father of James), and in the following year he died. The Turton property then devolved upon Edward Chetham (a cousin of Humphrey), who lived for eighty years,

and died in 1769. After this the estates in question were handed down to many descendants, viz., the Blands, Greenes, Freres, and Hoares, and remained thus divided till 1835, when Jas. Kay, Esq., of Entwisle (grandfather of present Jas. Kay, Esq., of Turton Tower) bought the main portion of the old Turton estates and prerogatives, to which more recent additions have been made.

To prevent a misunderstanding with regard to the James Kay, party of above deed, and James Kay purchaser of Turton Tower, it is necessary to observe that, though they both descended from the Alexander Kay mentioned in Documents 2, 3, 4, 19, and 22, who lived during the middle of the 17th, century, it would be extremely difficult to identify their relationship. The first-named James was son of Thomas of Turton, and died in 1800, whilst the other James was son of Joseph, of Entwisle, and died so recently as 1857. The Kays of the district of Turton, &c., are now very numerous, and can mostly boast of having sprung from the Alexander Kay who settled in Entwisle more than three hundred years ago, and died in 1599.

DOCUMENT XXXI.

EXTRAORDINARY LEASE OF THE "WHITTLE TENEMENT" IN 1748.

The property referred to in last deed as "Whittle Tenement" was leased in 1748 by Humphrey Chetham, Esq., to Thomas Kay under singular conditions which will hereafter appear. This lease is written much in the form of a mortgage—a large sum of money being advanced thereon, in addition to yearly rent and services, though the cash had not to be returned at the end of the stated term. The following is an abstract of the original document, and shows in a very interesting manner how Turton became possessed of so many fine trees of the ash species, and how, through the forethought and judicious management of the first party to this deed, the oak and elm flourish in such superabundance throughout that healthy locality:—

"This indenture, made the 29th June, 1748, between Humphrey Chetham, of Castleton, Esquire, and Thomas Kay, of Turton, husbandman, Witnesseth that Humphrey Chetham for £132, paid by Thomas Kay, and in consideration of the payment of the yearly rent and boons and performance of covenants as hereafter mentioned, doth to farm let unto Thomas Kay all that

messuage and tenement called Whittle Tenement, consisting of a dwelling-house, three bays, one whereof is slated and two bays thatched, &c., and all fields belonging, containing 20 acres, situate in Turton, and now in the holding or occupation of Thomas Kay, his assigns or undertenants; with all ways, waters, common of pasture on Turton Moor, &c., except and always reserved out of this present demise to Humphrey Chetham, his heirs, &c., all trees of oak, ash, and elm, now standing, or which shall hereafter stand upon the said premises, and all mines and quarries of lead, coal, kannell, slate, stone, or other mineralls upon the premises; with liberty to cut down the said trees and to search for the said mineralls, and the same to carry away at his will and pleasure. To have and to hold the said messuage, &c., during the natural lives of James Kay, aged 18 years; Alice Kay, aged 8 years, son and daughter of Thomas Kay; and of Thomas Gregson, aged 15 years, son of James Gregson, late of Longworth, deceased, and the survivor of them. Yielding and paying yearly unto Humphrey Chetham, his heirs, &c., the rent of £2 upon the 20th July and 25th December, by equal portions, and in boons, one day mowing and one day reaping of corn yearly in harvest time, with able workmen, or 3s. 6d. in money in lieu thereof, at the election of Humphrey; and also doing such other duties, &c., as have been heretofore performed, or as any other tenant of Humphrey within the Manor or Lordship of Turton. Provided that if the said rent be behind by the space of ten days, and that no sufficient distress can be found upon the premises, or if Thomas Kay, his heirs, &c., shall neglect to appear and perform service at the Court Leet and Court Baron of the said Humphrey to be holden for the Manor of Turton; or if Thomas, his heirs, &c., shall not grind all his or their corn and grain that shall be used or spent at the Water Corn Mill of the said Humphrey, in Turton, and pay the accustomed toll and mulcture for the same; or shall receive, harbour, or entertain in the said messuage any person as inmate or cottager; or shall commit any wilful waste upon the premises, or shall exchange or depart with the said messuage, &c. (except to or for the use of his wife and children) without the consent of Humphrey in writing, and in any of the cases aforesaid this indenture shall be absolutely void

and it shall be lawful for Humphrey to re-enter into the premises. And Thomas doth covenant that he will keep all the said conditions, and that he will every year plant upon some convenient part of the premises Ten Plants or young trees of ash, and use his best endeavours to preserve the same from spoil and destruction, and if any of them shall happen to dye or be casually destroyed, within one year will plant new trees of like sort in their places, on pain to forfeit to the lessor, the sum of 12d. for every tree which shall not be so planted and preserved. And lastly Humphrey Chetham hath ordained, in his stead, John Nuttall, of Turton, his true and lawful attorney, to enter into the said messuage, &c., and possession and seizen to take and deliver the same to Thomas Kay. In witness whereof, &c.,

HUMPHREY (seal) CHETHAM.

Scaled, signed, and delivered, &c., In the presence of

JON: HAMER.

JOHN NUTTALL."

Humphrey Chetham's acknowledgment of the £132 is recorded on the back of the deed, his signature again being witnessed by "Jon: Hamer" and "John Nuttall." Alongside this appears the following note:—"Be it remembered that on the 8th October, 1748, peaceable possession and seizen of the within granted premises was taken by John Nuttall, the attorney within named, and was then delivered unto Thomas Kay, To hold according to the tenor of this indenture. In the presence of us: RICHARD ORRELL, JONATHAN HASLAM."

James Kaye was born in 1730, and died in 1800, thus completing man's allotted time. He was the father of Thomas Kaye, solicitor, of Bradshawgate, Bolton, with whom Mr. James Cross (grandfather of Herbert Cross, Esq.) served his articles. This James Kay, by his will dated 4th February, 1792, appointed as his executors "my two friends Samuel Knowles and John Wood, of Turton, yeomen," in conjunction with his two sons Richard and James; but a codicil to this will, dated 23rd July, 1800, makes void that appointment, and substitutes John Ashworth in place of Messrs. Knowles and Wood. On the subject of the above document, James Kay, in his said will, says:—"And whereas I am seized and possessed of certain leasehold messuages, buildings, land, and premises in

Turton called the "Whittles" and "Buffs" Tene-ments, now in the occupation of myself and my sons Richard and James, James Holden, John Kay, and Mary Marsh, I give the same to Samuel Knowles and John Wood to hold in trust for such uses as I shall direct." The testator then proceeds to state how the rents of the said property should be distributed amongst his wife and children. From this it is certain that the lease had either been renewed, or else the other two lives had not run out, otherwise James Kay would have forfeited all claim thereto by his death, and consequently have been prevented from willing the issues hereof.

DOCUMENT XXXII.

PROPOSED ARBITRATION IN THE "EDGE FOOT"
CASE.

During five years that elapsed between the date of the mortgage of "Edge Foot" to Mr. Grimshaw [see Document No. 30] and that of the subjoined bond, it is evident much unpleasantness was prevalent in the family of James Kay regarding the premises under consideration. In all probability James's eldest son, Thomas, in that short interim, had become more fully acquainted with the true state of affairs and his position in relation to his grandfather's bequest, and was now agitating for a fair and unbiased opinion of his neighbours on a subject which to him was of no small significance. His convictions as to the legality of his claim to these estates were strong, and must have been well supported by documentary proof, or the success with which his efforts were attended would not have been so complete. In the first place, through the well-studied course pursued by Thomas Kaye, James binds himself in a considerable sum of money to submit to arbitration on the question at issue, which bond reads thus :—

"Know all men by these presents that I, James Kay, of Bolton, yeoman, am bound unto Thomas Kaye, of Bolton-le-Moors, gentleman, in the sum of £1,000, to be paid to him or his attorney, &c., for which payment I bind myself, my heirs, &c., by these presents. Sealed with my seal, dated 23rd November, 1791. Whereas some disputes are depending between the above James Kay and Thomas Kaye, amongst other things, respecting the will of Thomas Kay, deceased (father and grandfather of them); and whereas it is agreed be-

tween them that all matters in dispute should be referred to the arbitration of Samuel Houghton, of Bolton, liquor merchant; Zacharias Rushforth, of Sharples, yeoman; Samuel Holt, of Bolton, yeoman; and James Brandwood, of Edgworth, husbandman. Now the condition of the obligation is such that if James Kay, his heirs, &c., do fulfil and keep the award of the arbitration (indifferently elected to judge and determine upon all suits, wills, bequests, &c., between James Kay and Thomas Kaye which have been committed or depending) so as the award be made on the 1st February ensuing the date of the obligation. But if the arbitrators shall not make their award as aforesaid, then James Kay, his heirs, &c., shall fulfil and keep the award and umpirage of such person who shall be appointed by the arbitrators, concerning the premises, so as the umpire makes his award on the 1st March ensuing the date of these presents, if James Kay, his heirs, &c., do not bring any action at law or file any bills in equity against the arbitrators or umpire on account of anything they shall do concerning the premises. And lastly, that James Kay shall allow this bond and submission and the award or umpirage to be made a rule of his Majesty's Court of Common Pleas at Lancaster if such court shall judge proper, and that he shall be finally concluded by the arbitration or umpirage. And James Kay agrees to produce all wills and deeds relating to the matters in dispute now in his custody to the arbitrators or umpire when chosen, then the obligation to be void, or else to remain in full force and virtue.

JAMES KAY (seal).

Sealed, signed, and delivered (being first duly stamped) in the presence of

JAMES CROSS."

James Cross, witness to James Kay's signature, served his articles with Mr. Thomas Kaye, solicitor, Bradshawgate, Bolton, between 1780 and 1790. He was grandfather to Herbert Cross, Esq., M.A., J.P., Breightmet.

DOCUMENT XXIII.

ANOTHER LEASE OF "EDGE FOOT" IN 1792.

The award of arbitrators was, as arranged by the bond constituting last document, duly made on January 26th, 1792, and ordered payment of the mort-

gage money [see Document No. 30] by Thomas Kaye, after which the property would be his absolutely. But before this transfer could be legally accomplished the usual matter-of-form lease and release ceremony had to be gone through. Thus it is that the following was drawn up and signed by the first party to the deed, whilst a similar writing was executed for and signed by the second party:—

"This indenture, made the 1st September, 1792, between James Kay, Turton, yeoman, and Thomas Kaye, of Bolton, Witnesseth that for 5s. paid by Thomas Kaye, James Kay hath demised unto Thomas the premises called "Edge Foot," in Entwale, in the occupation of William Duxbury and Joseph Lowe, as tenants, To have and to hold for one whole year, Yielding and paying unto James Kay, his heirs, &c., the rent of one penny upon the last day of the said term, if the same be lawfully demanded, to the intent that by virtue of these presents Thomas Kaye may be in actual possession of the premises and be enabled to accept a release of the reversion and inheritance thereof for ever; subject as shall be declared in one indenture intended to bear date the day next but one after the date hereof. In witness whereof, &c.,

JAMES (seal) KAY.

Signed, sealed, and delivered (the parchment being first duly stamped) by James Kay in the presence of

JAMES CROES.

EDMD. HAWORTH.

It will be observed that the name of the second party to this deed is spelt "Kaye," whilst that of James appears without the final "e," which, according to the signatures of early members of the family, is evidently the correct way. Why Thomas chose to differ in this respect from his predecessors we must remain in ignorance; but if he had followed the example of his ancestors his identification would not have been so difficult.

DOCUMENT XXXIV.

FINAL TRANSFER OF THE "EDGE FOOT" IN 1792.

At last, the "Edge Foot" estates belong to their rightful owner. Twenty-two years have passed since old Thomas Kay departed this life, which event was the signal for disturbances of a somewhat painful and protracted character in the family circle of his son

James. Thomas Kaye, junr., from the time of attaining his majority, in about 1770, until near the close of the 18th century—a period of some 25 years—underwent the hardships of banishment from his father's favour, which unfortunately was not conciliated even at the time of James's death in 1800. Notwithstanding this harsh treatment young Thomas succeeded, after repeated attempts, and payment of two sums of money amounting to nearly £350, in obtaining his grandfather's bequest, and a deed (an abstract of which is subjoined) effecting this final transfer of the premises in dispute was written on parchment, at the instigation of James Kay, after the arbitrator's award in that behalf:—

"This indenture made the 3rd September, 1792, between James Kay and Thomas Kaye. Whereas Thomas Kay, late of Turton, yeoman, deceased, by his will dated 17th October, 1763, gave his executors full power to set the "Edge Foot," then in the occupation of Roger Holden as tenant, and all the rents arising therefrom. He ordered his exors. to apply the rents towards discharging the debts which his personal estates failed to pay; and when his debts were paid then he gave the said premises unto his grandson Thomas Kaye (party hereto) by the name of "Thomas Kay, eldest son of James Kay," and his heirs for ever; and if Thomas the grandson happened to die before the rents had discharged his debts, or should die under the age of 21 years, then he gave the said premises unto the second son of James, and his heirs for ever; and he thereby constituted Robert Mason, of Turton, husbandman, John Kay, of Turton (his son in law), and John Brandwood, of Entwisle, gent., executors of his will. And whereas all the debts of Thomas Kay, deceased, are paid, and Thomas Kaye, the grandson hath a considerable time since attained the age of 21 years. And whereas the said original will is lost or mislaid, and if the same had not been made the premises would have descended to James, as his only son and heir-at-law. And whereas James and Thomas agreed to keep the award of certain arbitrators [see Document No. 32], viz., that Thomas, his heirs, &c., should pay to John Grimshaw, of Preston, the sum of £320 owing upon a mortgage of the said premises in Entwisle, and a tenement in Turton called "The Whittles" [see Document No. 31], on the 2nd September, 1792, with one year's interest; and

Thomas and his heirs should save James, his father, his heirs, &c., from the said mortgage money, and from the bond that was given by him for the same. And that James should deliver a conveyance of his right and title of "Edge Foot," then in the occupation of William Duxbury as tenant, unto Thomas Kaye, his heirs, &c., forever; and that James should also deliver all deeds, &c., in his custody relating to the premises. Now this indenture witnesseth that James Kay, in obedience to the said award, and in consideration of 5s. to him paid by Thomas Kaye, hath sold unto Thomas the said premises, with all appurtenances, To have and to hold for ever, subject to the mortgage made to John Grimshaw. And lastly, it is declared that these presents shall not convey any other estate to Thomas Kaye than such as James Kay had at the time of making the said award. In witness whereof, &c.,

JAMES (seal) KAY.

Signed, sealed, and delivered (the parchment being first duly stamped) by the within named James Kay in the presence of

JAMES CROSS.

EDMD. HAWORTH."

DOCUMENT XXXV.

SETTLEMENT OF THE "EDGE FOOT" DISPUTE.

After the execution of the preceding deed, which legally installs Thomas Kaye the younger as actual owner of the disputed "Edge Foot" property, one more obstacle only impeded his course in this respect, i.e., the over-due mortgage. Evidently Mr. Grimshaw, the mortgagee, was not wishful to assume his authority in the matter, and granted a release of the premises to the proper heir. Money only was the means for effecting its freedom, and as that was a minor consideration, Thomas Kaye gave instructions for the writing of a document of an elaborate character, the substance of which is embodied in the following abstract. This done, the money re-funded, and the requisite signatures attested, the long lost heritage is placed under his own control, and henceforth all benefits accruing therefrom are his absolutely, without a possibility of being confiscated by his father. This state of things lasted until Thomas's death, when the property passed to others of his family—a member of which still [1881] retains the same. The abstract reads:—

"This indenture, made the 10th November, 1794, between John Grimshaw and Thomas Kaye. [After reciting the conditions of indentures of lease and re-lease or mortgage, made in 1786, and again describing the premises in question, the document proceeds:— And whereas the £320 and interest was not paid according to a certain proviso, by reason whereof James Kay's estate in the premises became absolute at law and redeemable only in equity. And there appears to be owing by James Kay for principal money and interest, £27 8s. 0d. to John Grimshaw, which hath this day been paid by Thomas Kaye. [The deed then refers in detail to the lease, re-lease, and arbitration award of 1792.] Now this indenture witnesseth that on the receipt of the £27 8s. 0d. John Grimshaw hath transferred unto Thomas Kaye all the premises now in the possession of William Duxbury and Joseph Lowe, as tenants or farmers, To have and to hold subject to such uses as he shall by any deed or will direct. And lastly, John Grimshaw hath constituted William Smith, of Entwisle, husbandman, his lawful attorney, in his name to enter into the premises and deliver the same to Thomas Kaye or his attorney, to hold for ever. In witness whereof, &c.,

JNO. (seal) GRIMSHAW.

Sealed and delivered on parchment (duly stamped) in the presence of

RICHD. PALMER.

JNO. STARTIFANT."

On the obverse side of this neatly-written indenture the following acknowledgement appears:—"Received the day and year first above written, from Thomas Kaye, the sum of £27 8s. 0d., the full consideration money within mentioned to be paid by him to me.

JNO. GRIMSHAW.

Witnesses :

RICHD. PALMER.

JNO. STARTIFANT."

The subjoined memorandum is also written on the back of the document :—" *Memorandum.*—Before the execution of this deed I, James Kay, of Turton, yeoman, father of Thomas Kaye, hereby declare that I have perused the indenture and find the recitals true, right, and proper, and do hereby direct John Grimshaw to execute this present and to transfer all the said premises unto Thomas Kaye, his heirs, &c., for

ever, in fee simple. I have duly granted and conveyed my right and title thereto by the within-recited indentures of the 1st and 3rd September, 1792. As witness my hand and seal the day and year first within mentioned.

JAMES KAY (seal).

Witness :

W. BROOKS."

From this memorandum it will be seen that the "release from bondage" was not only legally but mutually concluded ; and, as a finishing touch to the settlement of this long-disputed cause, James Kay subscribed the most important of all writings embraced in this set, whether in a conscientious and penitent spirit or otherwise remains unrecorded, but judging from his will, written only a few months earlier than this document, whereby he "cuts Thomas off with a shilling," it is almost conclusive that James's concession was only the result of repeated agitations on the part of Thomas, and compliance to the judicious award of four "indifferently chosen" arbitrators.

DOCUMENT XXXVI.

A SINGULAR PRIVILEGE THROUGH A PRIVATE ROAD IN 1700.

If reference is made to Document No. 15 it will be seen that John Brandwood (or Brendwood) purchased a certain piece of the Overhouse Tenement, in Entwisle, from Joshua Thomasson, husband of one of the sisters and coheirresses of Francis Norbury the younger, for the sum of £140 (conditionally). The property so transferred included two fields called the "Longshoot" and "Barn-field." John Aspden (husband of another of Francis Norbury's sisters and coheirresses) owned other meadows—"Cowhey" and "Paggas"—at the extreme end of Brandwood's estates, to which there was no convenient approach except through the first-mentioned fields. Access to these closes was evidently prohibited by Mr. Brandwood, who pleaded as an excuse destruction of his crops. Five years elapsed before amicable terms were arrived at, when, in 1700, Aspden and his heirs were allowed the right of way through Brandwood's lands only at such times as necessity occasioned, and at other periods a strict injunction to the contrary was agreed to between the parties. A deed arranging the rights of each party

was executed, and an abstract of the same is here subjoined :—

Memorand :—That this 9th October, 1700, it is agreed between John Aspden, of Entwisle, yeoman, and John Brendwood, of Entwisle, yeoman, that whereas a parcel of land in Entwisle, called ye Overhouse, and formerly enjoyed by Francis Norbury, deceased, and is now enjoyed and divided between the above parties. And whereas there is or hath been some difference betwixt the said parties concerning ye same ways over several of ye fields belonging to ye said land, it is agreed that John Aspden, his heirs, &c., shall have a way through ye Longshoot and Barn-field (belonging to John Brendwood) only for leading of so much corn as shall grow in ye lower end of Longlimed, below ye brinck of ye brow, and at such time as ye Longshoot and Barn-field are not in standing and growing corn, and at no other time. It is also agreed yt John Aspden shall have liberty to drive cattle and to pass at ye bottum of ye Barn-field and Longshoot, as far as to ye corner of ye Paggas, only in such years as ye Oulde Cowhey hath corn in it, or is in grass, for mowing and fencing the same, that he make no further trespass upon John Brendwood. And John Brendwood now disowns having ye way from ye Longshoot end unto ye Bottums which he formerly claimed. And John Brendwood is to make a sufficient way down by ye Spring for John Aspden's better convenience from ye Cowhey. And John Aspden will use his utmost endeavours to keep ye water running at ye bottom of ye Carran Pit in its usual course, and yt shall cause no hurt to ye way down by ye Spring. In witness whereof, &c.,

JOHN (seal) ASPDEN.

Scaled, signed, and delivered on double-stamped paper, in sight and presence of

RALPH RAMSDEN.

MARY BROMILEY.

ROGER BROMILEY."

DOCUMENT XXXVII.

COMPROMISE BETWEEN AN OLD TURTON INCUMBENT
AND A RIVINGTONIAN IN 1787.

In days gone by "trespass" was an offence of quite as grave a character as at the present time; consequently, privileges of passage through meadows to other fields beyond were necessary before

venturing to approach lands otherwise inaccessible. The Rev. Amos Ogden, an old Turton parson, occupied a close called "Hollin Field," in Turton, which had to be passed through before a convenient entrance could be made to another piece of land called "Lower Cote Field," leased by a Rivington gentleman named Richard Brownlow. The last-named had shown his generosity on a previous occasion in allowing Mr. Ogden to pass through two of his fields to other property, therefore Mr. Ogden could do nothing less than return the favour. Accordingly this was set down in writing, of which the following is an abstract:—

"This indenture, made the 4th September, 1787, between the Rev. Amos Ogden, of Turton, clerk, and Richard Brownlow, the younger, of Rivington, yeoman, Witnesseth that Amos Ogden, in consideration of Richard Brownlow having some time since granted to him liberty of passing with a cart through two closes in Turton, called the Higher Cote Field and the Lower Cote Field for purposes mentioned in a deed dated 2nd February last, and also for the sum of 5s. paid by Brownlow, Ogden hath granted unto him and his heirs free liberty to pass with cattle through the northerly side of a close called the "Hollin Field," otherwise "the Lincolnshire," in Turton, adjoining the Lower Cote Field, when there shall be corn or grain growing upon the Lower Cote Field, and no corn, &c., growing upon the Hollin Field for the purpose of occupying the Higher Cote Field, and when there shall be corn, &c., growing upon the Hollin Field and Lower Cote Field at one time, then Brownlow to have liberty to drive cattle along the top of the Ditch or Cop, between the Hollin Field and Lower Cote Field, Brownlow keeping the fence in good repair. In witness, whereof, &c.

(The signatures of Amos Ogden and Richard Brownlow have been struck out.)

Signed, sealed, and delivered, the paper being first duly stamped, in the presence of

EDMD. HAWORTH.

LAUC: BRANDWOOD."

The Rev. Amos Ogden, for a short time prior to his installation at Turton Church, was curate of Bolton Parish Church. On the death of the Rev. William Sunderland, incumbent of Turton, in 1761, Mr. Ogden succeeded to that living (which was a chapel of ease connected with Bolton Church) on appoint-

ment by Edward Chetham, Esq., the patron, Lord of Turton and Castleton. Until his death, on the 8th April, 1815, he ministered there, and died at the ripe age of 87 years. Mr. Ogden, by Anne, his wife, had issue two sons and four daughters, all of whom were baptised at Turton Church, viz.:—Amos (baptised 29th July, 1773; buried 25th Dec., 1776), James (baptised 26th May, 1778), Elizabeth (baptised 22nd February, 1771; died 15th February, 1837), Mary (baptised 17th May, 1772; died 18th October, 1841), Ann (baptised 11th July, 1773; buried 23rd July, 1775), and Sarah (baptised 5th May, 1781). Mrs. Ogden, who was the daughter of James Milne, Esq., of Prestwich, died on the 1st May, 1781, and was interred at Turton on the 5th of the same month. Mary (the second daughter) married Mr. James Scholes, of Turton, whose daughter became the wife of the Rev. James Spencer, on the 24th January, 1826. Mr. Spencer succeeded to the Turton Church living on the death of his wife's grandfather—Mr. Ogden—being elected by G. M. Hoare, Esq. (*vide* Piccope), patron by right of his wife, Angelina Frances, daughter and coheiress of Jas. Greene, Esq., of Turton and Monmouthshire, a collateral inheritor of the Chethams. Mr. Spencer died on the 23rd January, 1866, aged 92 years, after bringing up two of his sons to the ministry. The eldest of whom, the late Rev. James Ogden King Spencer, succeeded his father at Turton Church, being appointed in 1859, seven years before his father's death. Mr. J. O. K. Spencer received education at the recently demolished Bolton Grammar School and also at St. Bee's College, in Cumberland. He married Alice, the only child of Mr. Richard Holt, of Turton, and died at Hazel Bank, Turton, in 1879. His younger brother, the Rev. J. W. Spencer, M.A., of Great Sankey, Warrington, was elected to fill the vacancy at Turton Church by Henry Seymour Hoare, Esq., of Torquay, grandson of last-named patron; Mr. Spencer complied, and he now retains his appointment. Thus it will be seen that for 120 years—1761 to 1881—the Turton living has remained in the same family.

DOCUMENT XXXVIII.

TRANSFER OF ENTWISLE HALL IN 1752.

That part of Entwisle Hall to which the subjoined deed relates is referred to in Documents Nos. 17 and 18. This property for 14 years was owned by the John

Kay who died in 1671, he having purchased it from the Tyldesleys in 1657. At his death John left this small estate to his eldest daughter Jane, the wife of Robert Norbury, of Entwisle, who intermarried, after her husband's death, with Nathan Walker, he also leaving his wife a widow. Jane continued to hold possession of the old inheritance until 1723, when her nephew, John Wood, made a formal recovery of the premises from a Preston gentleman named John Richardson, who had been placed in temporary possession of the same. In 1730 Jane Walker died, and bequeathed to John Wood that part of Entwisle Hall once owned by her father, and which she had held for nearly 60 years. The property consisted of "a messuage, barn, garden, orchard, ten acres of land, seven acres of meadow, ten acres of moor and common of turbary and pasture, with appurtenances and tythes," forming an important part of the Entwisle Manor-house estates, and not to be despised by the new owner. For 22 years John retained his right, and then presented the same to his eldest son (William) as a marriage portion. Thus, for almost a century the property remained in the same family. Before this last transfer could be made it was necessary to lease the premises to the intended recipient, and thus authorise his acceptance of a release of the incumbent reversions connected therewith. An abstract of the lease reads:—

"This indenture, made the 8th May, 1752, between John Wood, of Entwisle Hall, yeoman, and William Wood, yeoman, of Entwisle Hall (eldest son and heir apparent), Witnesseth that John, for 5s. paid by William, hath sold all that dwelling-house, &c., in Entwisle, being part of the Manor-house called Entwisle Hall (now divided from the rest of the house), in the possession of John Wood or his tenants; and also the land with appurtenances in Entwisle and Edgworth reputed to be parcel of the demesne lands belonging to the said Manor-house, called the Hall Car (with the Hall Bank adjoining), the Sparrow Croft, the Hall Croft, the Bents, the Great Coultheys (with land adjoining), the Little Coultheys, the Shore Croft (with the cloughs or woody grounds adjoining), and the Wood Falls; and also a rateable and proportionable part of common of pasture and turbary in Entwisle and Edgworth; and all tithes of corn, &c., arising out of the premises; with all houses, rents, and services, To have and to hold from the day before the

date hereof for one whole year, Yielding and paying unto John Wood the rent of one pepper corn, if the same be demanded, to the only intent that William Wood may be in actual possession of the premises, and enabled to accept a release of the reversions thereof intended to be granted unto him by indenture of release to be made between the two said parties, and dated the day after the date hereof. In witness whereof, &c.,

JOHN (seal) WOOD.

Sealed, signed, &c., and the within-mentioned sum of 5s. first paid in the presence of us :

SAMUEL HAYDOCK.

JOHN BRANDWOOD."

John Wood was father of Mary, who married John Brandwood at Bolton Pariah Church in 1737.

Samuel Haydock was father of the intended bride of William Wood, and resided in Edgworth.

John Brandwood was son-in-law of John Wood above referred to.

DOCUMENT XXXIX.

PART OF ENTWISLE HALL AS A MARRIAGE PORTION.

The presentation mentioned in the foregoing document is, in the subjoined deed, more fully described, and will suffice to show the legality and importance of the interesting transaction. This marriage was solemnised at the Bolton Parish Church.

"This indenture, made the 9th May, 1752, between John and William Wood, yeomen, of Entwisle Hall. Whereas, a marriage by permission of Almighty God, is shortly intended to be solemnised between the said William Wood and Sarah Haydock (daughter of Samuel Haydock, of Edgworth, yeoman), with whom William is to receive £200 as a marriage portion ; and John Wood hath agreed to settle the dwelling-house, called part of Entwisle Hall, and all lands belonging, upon his son William and his heirs. Now this indenture witnesseth that John, in consideration of the said marriage, and for the natural love and affection which he beareth unto William, and also in consideration of 5s. paid by William, hath sold and aliened the said premises [recited in Document No. 38], To have and to hold for ever, to be holden of the chief lord or lords of

the fee or fees, if any such there be, by the rights and services accustomed. In witness whereof, &c.,

JOHN (seal) WOOD.

Sealed, signed, &c., in the presence of us :

SAMUEL HAYDOCK.

JOHN BRANDWOOD."

DOCUMENT XL.

IMPORTANT LEASE OF "THE BATTERIDGE,"

TURTON, IN 1792.

The subjoined is an abstract of a lease from an old Lady of Turton Manor to one of her tenants. The tenement under notice was known as "The Batteridge," and consisted of nearly 40 acres of land. The usual prerogatives connected with the estates, i.e., the use of trees, quarries, &c., and the ownership of all fish, fowl, and game living thereon, were reserved to the lessor. Not only had Mr. Haworth (the leasee) to remit, at stated times, the rent mentioned in the deed, but also to perform customary services at the Court Leet of that Manor. Besides this he was compelled to grind all his corn at mills belonging to Mrs. Greene, the lessor. He had also to put and keep in repair all necessary appurtenances ; and if he ploughed more land than was allowed by the indenture, he had to forfeit £20 for every acre so ploughed. Notwithstanding these somewhat stringent conditions, Mr. Haworth thought fit to sign the agreement :—

"This indenture, made the 25th June, 1792, between Mary Greene, of Bathford House, in the County of Somerset, widow and relict of Mordecai Greene, late of the same place, Esq., deceased, and William Haworth, of Turton, husbandman, Witnesseth that Mary Greene, by virtue and in pursuance of the powers and authorities given and granted in and by an Act of Parliament passed in the 15th George III., intituled "An Act to enable Mordecai Greene, Esq., and Mary Greene his wife, to carry into execution an agreement made on behalf of Alice Bland, widow, deceased, with Ralph Milner, and also to grant building and repairing leases of such parts of the estates of Alice Bland as lie in or near the town of Manchester ; and for leases for 21 years of the estates late of Alice Bland." And in consideration of the yearly rent, &c., to be paid on behalf of William Haworth, Mary Greene hath to farm let unto him All that messuage or dwelling-house called the Batteridge

situate in Turton ; and all fields, closes, &c., called the Long Hey, Great Marled, High Meadow, Little Marled, Brack Hill, Calf Croft, the Hill, Turf Meadow, Slid Wall Meadow, Barn Meadow, Lower Meadow, the Holme, the Clough, the Two Old House Fields, and Little Hey, all in Turton, containing 39 acres of land, late in the tenure or occupation of William Entwisle, but now of William Haworth or his undertanants ; and all outhouses, buildings, gardens, common of pasture on Turton Moor so long as the same shall be uninclosed ; and all other appurtenances and tythes ; except and always reserved unto Mary Greene all timber and mines of coal, cannel, stone, &c., growing in the said premises ; and also except all fish, fowl, and other game that may exist upon the premises, To have and to hold for 19 years, paying unto Mary Greene or her heirs the rent of £40 by equal portions on the 29th September and 25th March ; and also performing yearly unto Mary Greene, &c., at her Courts to be held for the Manor of Turton such services as have been usually done in respect of the said premises ; and also at the option of Mary Greene, grinding all the corn, malt, and grain which he (William Haworth) shall use or expend in the premises, at her water corn mill or mills in Turton, and paying such toll or mulcture for the same as other tenants. And William Haworth doth agree with Mary Greene in the fore-mentioned recitals, and also that he will put and keep in good repair the said premises, and at all proper seasons in each year open, cleanse, and scour all the ditches, soughs, drains, and watercourses, and in default it shall be lawful for Mary Greene to enter upon the premises and distrain for the cost of such work, &c. And William Haworth shall use upon the premises all the hay, straw, and fodder, and lay all manure gathered upon the premises, upon the usual mowing grounds. And he shall not let the premises to any person (his wife or children only excepted) without the consent of Mary Greene ; nor shall he upon any account receive, harbour, or entertain any inmates or cottagers upon the premises ; and shall not plough more than six acres of land a year, and shall pay £20 as an increase of rent for every acre of land ploughed contrary to these agreements. In witness whereof, &c.,

MARY GREENE (seal).

WM. HAWORTH (seal).

Sealed and delivered (being first duly stamped) in the presence of

JNO: RIDGWAY, junr."

Mary Greene (first party to the foregoing deed) inherited vast estates in Turton, including the Manor House (Turton Tower), from her mother, Alice Bland, one of the sisters and co-heiresses of Edward Chetham, Esq., the last of his ancient name of Turton Manor. Another sister and also co-heiress of Mr. Chetham was Mary (the wife of Mr. Samuel Clowes), of Chaddock, afterwards of Manchester. As Mr. Chetham died intestate, letters of administration were taken out on behalf of his sisters—Alice and Mary—as being next of kin. The following are notes taken from the original administration preserved at the Chester Probate Office:—“Letters of administration of the goods, &c., of Edward Chetham, late of Castleton, in the parish of Rochdale, Esq., deceased, were granted on the 13th March, 1769, to Samuel Clowes, the elder, of the parish and town of Manchester, Esq., and Mordecai Greene, of the City of London, merchant. The condition of this obligation is such that if Mordecai Greene and Mary Clowes (wife of Samuel Clowes), natural and lawful sister and next of kin and administrator of all the goods, &c., of Edward Chetham (Alice Bland, of Mortlake, in the county of Surrey, widow, likewise natural and lawful sister and next of kin of Edward, having first ordained and appointed Mordecai Greene, her son-in-law, her true and lawful attorney) faithfully administer the said goods, according to the meaning hereof, then this obligation to be void, otherwise effectual in law.—Signed by Samuel Clowes, Morda. Green, Danl. Highmore, Edward Clowes.” The oaths of the administrators are thus recorded:—“The 10th of March, 1769.—Mordecai Greene and Mary Greene, within named, took the usual oath of an administrator and administratrix in common form before me, HUMPHREY OWEN, surrogate.” As stated in the above administration, Alice Bland elected her son-in-law (Mordecai Greene) to represent her in the affair; this was done by means of a legal writing, of which the following is a transcript:—

“To all whom this present writing shall come, Whereas Edward Chetham, late of Castleton, in the parish of Rochdale, Esq., deceased, lately departed this life intestate, leaving Mary Clowes (wife of Samuel Clowes, of Manchester, Esq.) and Alice Bland, of Mortlake, in the County of Surrey, widow, his natural and lawful sisters, and only next of kin. And whereas Alice Bland lives at so great a distance that she cannot con-

veniently take upon her or act in the administration of the goods, &c., of Edward Chetham, Know ye, therefore, that I have assigned over my right to such administration unto my son-in-law, Mordecai Greene, of London, merchant, and do hereby make him my true and lawful attorney, for the purpose of taking upon him in due form letters of administration of all the goods and chattels of the said deceased remaining at his death; and I do hereby authorise and empower any one of the Proctors of the Consistory Court of Chester to be my true and lawful Proctor, for me and in my name to appear before the Revd. and Worshipful Samuel Peploe,* clerk, Doctor of Laws, Vicar General, and Official Principal of the Right Reverend Father in God, Edmund by Divine permission, Lord Bishop of Chester, to exhibit this my proxy, and pray the same to be admitted, and letters of administration may be granted to Mary Clowes and Mordecai Greene jointly. And I do hereby promise to allow for firm and valid whatsoever Mordecai Greene shall lawfully do for me concerning such promise. In witness whereof, &c.,

ALICE BLAND (seal).

Sealed and delivered, being first duly stampd, in the presence of

RICHD. JAMES, Minister of Mortlake.

JNO. FLETC. RICHARDSON."

Mary Greene (wife of Mordecai) became possessed of the estates at her mother's death in 1774, and retained them for 22 years — 1796 — when she died. Mordecai Greene, in Piccope's account of the family, is styled as a Spanish merchant, residing at Mortlake; he died in 1787, at the advanced age of 88 years. Mr. Chetham's property was appropriated, as already stated, by his sisters, Alice and Mary, and whilst Alice claimed the Turton estates, Mary's principal portion was that of the Manor of Broughton, near Manchester. Alice married Adam Bland, by whom she had issue two daughters—Mary and Anne—the eldest becoming the wife of Mordecai Greene, and the latter, who was baptised on the 20th February, 1715-6, married George Ardwick, Esq., M.D., of Mansfield Woodhouse, County Nottinghamshire. Anne died in 1785. At the

* On a mural marble tablet near the Chapter House in Chester Cathedral the following inscription appears:—"Sacred to the memory of Samuel Peploe, LL.D., Chancellor of the Diocese of Chester, and Warden of the Collegiate Church in Manchester. He died October 22nd, 1781; aged 82 years."

time of the transaction recorded in above indenture of lease, Mrs. Greene had been a widow for some eight years, and her only offspring was a son, named James, who married twice (1) Charlotte Ball, and (2) Anne Brigstocke; from the issue of the latter all the old family estates in Turton passed into other hands [see Notes to Document No. 37], and subsequently became possessed (by purchase) by the Kays of Entwisle, of which stock the present Lord of Turton Manor is third in descent.

William Haworth above-mentioned was father to about a score of children, one of whom was named George; he also had great issue by Jane his wife—four sons (William, George, John, and Andrew) and twelve daughters. John was baptised at Turton Church on the 1st June, 1812, and now resides at Tottington; by his marriage with Jane Entwisle, of Harwood, he had five children, viz., John, William, Andrew, Jane, and Ann, all of whom, with one exception are still living. The last-named married Mr. Henry Isherwood, formerly of Thomasson-fold, Edgworth, but now of Wellington-road, Turton.

"The Batteridge" is situated on the Turton side of Entwisle Reservoir, and is an old-looking place. Since the days of William Haworth, who obtained possession thereof by lease, as above recorded, this ancient building has always been tenanted by a member of that family, and at the present time is occupied by Mr. Joseph Entwisle, whose wife, Frances, is one of the twelve daughters of George and Jane Haworth. So early as 1664, when George Chetham, Esq. (nephew and heir of the benevolent Humphrey Chetham), was the honoured Lord of Turton, and in which year he died at the Tower there, "The Batteridge" was the residence of a member of another old local family, who, according to an authentic record, was elected churchwarden for Turton, at Bolton Parish Church on the 12th April, 1664, viz., "William Kershaw de Batteridge, in Turton."

DOCUMENT XLI.

AN OLD INVENTORY.—SURRENDER OF PART OF ENTWISLE BY THE TYLDESLEYS, IN 1670.

One of the most important documents embraced in this series is hereunder abstracted. From a number of old writings to hand it appears that the sale of Entwisle township by the Tyldesleys was effected at various times between 1657 and 1670. The former year

is given in the *Lancashire MSS.* as that in which "the whole of Entwisle was purchased in the names of Messrs. Entwisle and Norbury." This unauthenticated assertion was clearly refuted in Document No. 2—a deed of purchase dated 1670, from Edward Tyldesley, Esq., by Messrs. Norbury and Lowe, of a portion of the Manor of Entwisle. Another transfer of property forming an important part of this township, was also concluded in 1670, when circumstances occasioned the issuing of an agreement of surrender by all the living brothers and sisters of the above-mentioned Edward. Mr. Norbury purchasing in 1657 and he purchasing in 1670, were not identical. The first-named being John, eldest son of Francis Norbury, whilst Francis, second son of said Francis, was the party connected with the transaction of 1670. Francis, senior, was not concerned in the last transfer, inasmuch as he died some three years prior to the writing of that prolix deed. This removes a troublesome genealogical obstacle which many times obtruded when arranging the earlier portions of these notes. Francis Norbury, senr., died intestate, when probably Letters of Administration were obtained by his widow (Jane), but as the document verifying this supposition is unfortunately lost, further proof can only be found in the "Act Book" of that date, preserved at Chester. The original inventory of Francis's goods is, however, extant, and opportunity is here taken for extracting the same:—

"A true and p'fect inventory of all the goods and chattels lately belonginge vnto frances Norbury, of Entwisle, in the parish of Boulton, yeoman, as they were appraised the 9th day of October, Anno Dom'i 1667, by vs whose names are subscribed." Below are the most interesting items recorded in this inventory, which will suffice to show the nature of deceased's belongings and their respective prices, presenting at the same time a marked comparison with the value of similar articles of to-day, after a lapse of 200 years:—

	£	s.	d.		£	s.	d.
In ready money ...	1	10	0	Vnshapen cloth ...	3	0	0
Eight milch kine	22	0	0	A swine ...	1	6	8
Three heifers ...	6	6	8	In apparell ...	5	0	0
Six calves ...	4	4	0	Apprised by vs:			
Eight oxen ...	29	0	0	JOHN WOOD.			
Three mares ...	16	0	0	JOHN KAY.			
Cart and wheells	5	1	4	EDW. HAMER.			
Two fetherbeds, &c	4	5	4	WILLM; LOMAX.			

The full total of this valuation is set down at £204, which at once indicates Mr. Norbury to have been a gentleman of considerable means and importance in his day. On the 12th April, 1664, he was chosen to serve as one of the two "overseers for ye highwayes" in this district; his colleague being Mr. James Bordman, of Bolton. Mr. Norbury's wife (Jane) outlived her husband by nine years. She was the daughter of John Kay dying in 1641, and had many children. [See Documents Nos. 17 and 21.] The deed, which is the germ of the foregoing remarks, has been divested of all legal tautology, and made more explicit. The abstract reads:—

"To all Xpian People to whom this present wryteinge shall come to be readd, heard, or seene, Thomas Stanley, of Eccleston, Esq., and frances his wife (sister of Edward Tyldesley, of Morleys, Esq.), and Thomas Tyldesley, Raphe Tyldesley, Elizabeth Tyldesley, Anne Tyldesley, Dorothis Tyldesley, & Mary Tyldesley (brothers and sisters of the said Edward Tyldesley), send greetinge in our Lord God everlastinge. Know yee that wee [the parties already named] for divers good causes have released and surrendered vnto francis Norbury, Robert Norbury, John Kaye, Roger Brendwood, Hughe Entwisle, Raphe Entwisle, John Entwisle (the elder), John Entwisle (the younger) William Horracks, Peter Bradley, John Entwisle (blacksmith), George Longworth, Thomas Entwisle (sonne of Alexander Entwisle, deceased), Peter Kaye, David Whitehead, James Aspden, Thomas Aspinwall, all yeomen [except the last John Entwisle] residing in Entwisle; and Thurstan Smethurst, of Unsworth, gentleman; Adam fearniside, of ——— Leaver, yeoman; Henry Horrocks, husbandman; John Brendwood, husbandman; Anne Greenhalgh, widowe; Thomas Entwisle (sonne of Martin Entwisle), and John Kay, shoemaker, all of Entwisle; the severall and respective messuages, tenements, &c., in their several tenures or occupac'ons, in Entwisle, and by them purchased from Edward Tyldesley, Esquire, our said brother; and the estates, titles, interests, &c., of us his brothers and sisters of and in the said premises; and of and in all houses, orchards, mynes, tythes of corne and graine, proportionable parts of wasts and commons belonging to the Mannor of Entwisle with respect to the tenements; and wayes, waters, &c., belonging; To have and to hould for ever; see as neither wee nor any of our heires have any right or title to the same; but

shall for ever be excluded and debarred by these presents. In witness whereof wee have hereunto put our hands and seals the 13th September, 1670.

[Signatures missing.]

Sealed and delivered by the within-named Thomas Stanley, Esq., ffraances his wife, Thomas, Ralphe, and Mary Tyldesley, in the presence of vs :

THOMAS CHAMBERS.

ADAM SMYTH.

Sealed and delivered by the within-named Thomas Stanley, Esq., and ffraances, his wife, in the presence of vs :

JOHN H HASLAM,
his mark.

ADAM SMYTH."

Thomas Tyldesley was the first brother of Edward, and in 1664 was 22 years of age. Elizabeth was second sister of Edward Tyldesley, Bridget (wife of Henry Blundell, Esq., of Ince Blundell) being the eldest [see Document No. 1]. Anne was fourth sister, Dorothy fifth, and Mary seventh of said Edward. The sixth sister, Margaret, died in infancy.

Francis Norbury was second son of Francis and Jane Norbury, of Entwisle. He died in 1680 possessed of considerable property ; the total amount of his inventory being set down at £116 12s. 6d., by James Brendwood, David Whitehead and Andrew Berry, the persons elected to appraise the same.

Robert Norbury was third son of the said Francis and Jane. He married Jane, eldest daughter of John and Isabel Kay, and was recipient of some Entwisle property by the will of his father-in-law dated 1671.

John Kaye may be identified as he dying in 1671. In the early part of his will the testator says : "first and principally I render and bequeath my soule to my Lord God and Creator, firmly trustinge that by the death and passion of his dearly beloved Sonne Jesus Christ my Saviour and Redeemer, and by his onely mercy and mediac'on for me I shall live and p'take with his Blessed Saints in his heavenly kingdome of those celestiall Joyes which of his Eternall goodnesse he hath prepared for his Elect, of which number through[h] his infinite grace and mercy I doe confidently and steadfastly hope and believe that I am one." The genealogical notes contained in this will have already appeared in Document No. 14.

Roger Brendwood [or Brandwood], evidently, was

first son of Oliver Brandwood who died in 1607. He purchased Entwisle Hall in 1657, and resided there till his death in 1678. His offsprings were James, Roger, John, Lawrence, William, Christopher, and Alice.

Hughe Entwisle, in all probability, was first son of Hugh Entwisle mentioned in Document No. 4. If so, he was baptised at Bolton Parish Church on the 19th December, 1641-2. Hugh Entwisle, sen., was appointed churchwarden for Edgworth, at Bolton, "on ye 24th of April, 1660."

Raphe Entwisle was second son of Hugh Entwisle, sen., and brother to above Hughe. He was baptised at Bolton Church on the 28th April, 1644-5, and buried at the same place the 10th February, 1718, aged 74.

John Entwisle, sen., was father of the younger John, and died late in the year 1670 (that in which the deed of surrender was written). John No. 2 being joint purchaser of part of Entwisle township in 1657, from the Tyldesleys.

John Entwisle, blacksmith, died in 1682.

George Longworth was elected churchwarden at Bolton to represent Edgworth in 1669.

Thomas Entwisle may be identified as one of the supervisors, or overseers, of the highways in this district for the year 1667.

Peter Kaye, by Mary, his wife, had issue Martin, William, John, and Mary. Letters of administration were, on the death of Peter in 1678, taken out by his widow and eldest son [see the "Act Book" for that year, at Chester]. The goods of Peter were "prized" on the 15th January, 1678, by Henry Berry, Francis Norbury (son of Francis, deceased), Ralph Entwisle, John Kay, and Thomas Thomasson.

Previous references to David Whitehead will be found in Documents Nos. 2 and 4.

James Aspden had a son John, who married Alice Norbury (daughter of Francis and Jane). John by this marriage, became possessed of considerable Entwisle property, which he subsequently sold, and went to reside at Tockholes, near Blackburn. He also had a son John, who was the head of many descendants of his name now living in that part of the county.

John Brandwood was probably either brother or son of Roger, already referred to.

Adam Fearnside resided at Little Lever, but owned property in Entwisle. His son James represented Edgworth as warden at the Bolton Parish Church during the year 1682.

Of Thomas Entwisle, son of Martin, authentic notes are at present a desiderata.

John Kay, shoemaker, was second son of Alexander and Margaret, of Entwisle, the former of whom received a "lambe or two shillings" as a legacy from his grandfather in 1599. The grandparents of John were the excommunicants already noted in Document No. 22. John was also great-grandson of Alexander and Ellen, who, in all probability, were about the first of their name that settled in Entwisle. This John married Anne Whiteley at Bolton Church a day prior to the Christmas of 1642. The issue of this union was two sons and five daughters, four of the latter marrying into other old local families, viz., the Horrockses, Haslams, Masons, and Whewells. If the ancestry of Turton's present manorial lord were traced back some seven generations, the John Kay under notice would be found the humble progenitor.

DOCUMENT XLII.

LEASE OF "DOWER" PROPERTY IN ENTWISLE MORE THAN TWO CENTURIES AGO.

In submitting this deed, the interest will be much enhanced by introducing a few extracts from a valuable (so far as history is concerned) old will, written upwards of 200 years ago, relating more particularly to property mentioned in the document hereafter cited. This will belonged to Robert Norbury, an Entwisle yeoman, and is dated 17th February, 1672, being proved at Chester on the 6th May, in that year, or, according to the old calendar, "1673,"—the 25th of March at that period of the Christian era commencing the new year: After explaining that he was "sicke and weake in body, but of sound and good memory and understanding," Robert Norbury proceeds to say: "Whereas I am seized in my demesne as of fee to and in all those messuages and tenements and appurtenances, &c., in Entwisle and Edgworth, now in the tenure or occupation of me the said testator, or mine assigns, and heretofore purchased by Francis Norbury, my late father, deceased, of Edward Tyldesley, of Morleys, Esq.; it is my will concerninge the same, and I doe hereby give the same vnto Francis Norbury, my brother, to have and to hould for ever, subject and lyable and charged with the payment of the residue of my debts which my personal estate will not extend to, provided always that it be lawful for Jane, my wife, to have and enjoy one—

third parte of the said premises during her natural life, in lieu of her dower or jointure of and in the same." Robert then appoints his brother Francis sole executor of his will, which is witnessed by William Horrockes and Thomas Aynesworth. An inventory of Robert Norbury's "goods and chattells" produces a total of £74 10s. Od., which valuation is taken on the "29th March, 1673, by Peter Kay, John Wood, Henry Knowles, and Thomas Thomasson."

The short space of two months and five days only elapsed between the date of Robert Norbury's will to the time when his wife let the "dower" property to her brother-in-law, Francis, and which transaction apparently took place about 14 days before proving the will.

The following is an abstract copy of the indenture:—

"This indenture, made the 23rd April, 1674, between Jane Norbury, of Entwisle, widowe (late wife of Robert Norbury, deceased), and ffancis Norbury, of Entwisle, yeoman. Witnessed that Jane, ffor the yearly rent hereafter mentioned hath demised all that third parte belonginge to her as in the right of dower of that messuage & tenement, with appurtenances, in Entwisle, lately the inheritance of Robert Norbury, deceased; together with her parte of all edifices, foulds, lands, and tithes, belonginge to Jane, To have and to hould vnto ffancis, his executors, &c., from the date hereof duringe the terme of 79 years, if Jane doe so long live, he (ffancis), his executors, &c., payinge yearly vnto Jane the rent of £4 10s. upon 24th June and 25th December, by equal portions; and also payinge and performing all chiefe rents, leyes, duties, &c., duringe the said terme. And it is agreed betweene the said parties that if the rent be behind the space of 20 dayes, it shall be lawful for Jane to enter into the premises and distreine for the arrearage, and the premises to have againe, and enjoy in her former estate. And ffancis doth further promise that he will pay all chiefe rents, &c., imposed vpon the premises ffor the Church government, poore, or otherwise. And Jane doth covenant that ffancis shall lawfully and peaceably have, occupy, &c., the said premises without hindrance or eviction by her or her assigns. In witness whereof, &c.,

FFRANCIS NORBURY,

Sealed and delivered in the presence of

JOHN — GREEN,

his marke.

WILLIAM HORROCKES."

For identification of the various members of the Norbury family referred to in above writing see earlier documents in this series.

William Horrockes who witnessed Robert Norbury's signature to his "last will and testament," and he adding his name to the foregoing indenture, were the same. He was, in all probability, related to the John Horrockes, of Edgworth, who was baptised at Bolton Parish Church on the 29th March, 1640-1. William married Sarah, daughter of Francis and Jane Norbury, and by the will of Jane received a legacy of 5s. After marriage he is recorded to be residing at Wayoh, in Entwisle, where he had issue on the 27th January, 1678-9, of a son John. This offspring, also, was taken to Bolton Church for baptism on February 6th, same year. William Horrockes was one of the five administrators to the will of his sister-in-law, Mary Norbury, in 1680. In 1692, William Horrockes allowed himself to be elected churchwarden for Edgworth, to serve for the "house and groundes of Adam fearnside, in Entwisle."

The property in question, one-third part of which constitutes Jane Norbury's dower portion by the will of her husband, is that still known as the Overhouse Tenement, being situated on the hill south-west of Entwisle Hall.

DOCUMENT XLIII.

SUCCESSIVE OWNERS OF THE LOWER CROW TREES, ENTWISLE, FOR NEARLY 700 YEARS.—NOTICE OF A "FINE" IN 1674.

This Document states the intentions of certain parties respecting three distinct tenements in Entwisle, which, in 1657, were purchased by old Francis Norbury from the Tyldesleys, and on Mr. Norbury's death became the property of his wife and children. Subsequently, these estates were divided and, whilst two tenements were sold, one—the Lower House—was retained by Francis Norbury, jun., who in his will, dated 14th December, 1680, gave that tenement to "francis Taylor, son of Richard Taylor, of Turton, by my eldest sister Elizabeth, and to the heires and assigns of the same francis Taylor for ever, he (francis) paying, before entry into the premises, three-score pounds." This bequest was the cause of prolonged litigation between Francis Norbury's executors and Richard Taylor (who on behalf of his infant son Francis

took extreme measures for the recovery of the disputed estate), which caused Richard's incarceration at Lancaster Castle for nearly two years. Ultimately young Francis Taylor was successful in his claim, and went to reside at the Lower House, or, as now called, "Lower Crow Trees," in Entwisle. The identification of these names is conclusive from the fact that on the north wall of the interior of the kitchen of Lower Crow Trees are painted in old, yet distinct, characters the letters:—

"F T + A T"

These initials are accompanied by elaborate floral designs in water colours, now partially lost through the indiscriminate use of whitewash by a former tenant. Mrs. John Barlow, who now resides at the half-hidden and picturesque retreat, cherishes this artistic memento of days gone by. The Christian name of Francis Taylor's wife was Alice; her will being dated 31st May, 1764, and proved 24th April, 1769. Their issue was a son named John, who, in due course, became united to Hannah, the daughter of James Thomasson, of Edgworth. The offspring of John and Hannah were Francis, Elizabeth (wife of Edward Brewer), Catherine (wife of William Barlow, of Croichley, Tottington), and Alice. Hannah lived a great number of years after her husband's death, and in her will ordered the estates to be divided into three parts, one each for Elizabeth and Alice, her daughters, and the other to be given to the children of her daughter Catherine (Catherine being then dead.) Elizabeth's share of property was evidently part of the Lower House, and was held by her husband till his death in 1800-1. In his will dated 1797 he reinstated his wife as follows:—"I give and devise unto my dear wife Elizabeth Brewer, all my part and interest of and in all that messuage or tenement in Entwisle, commonly called 'Crow Trees.'" Notwithstanding this bequest, Elizabeth died before her husband. Lawyers' opinions were taken on Mr. Brewer's will, which remained unaltered, and consequently void of effect. One of the attorneys consulted in the matter was Mr. R. Richards, of Lincoln's Inn, London, who replied by letter:—

" As Mrs. Brewer died in Mr. Brewer's lifetime, the devise to her lapsed, and the premises descended to his heir, subject to the arrangement made by their marriage articles. If no alteration should be desired to be made, the premises will continue to belong to Mr. Brewer's heirs, as they now are. If Mr.

John Barlow elects to take them he must pay the purchase money to the heir of Mr. Brewer, who is to lose the premises. . . . —R. RICHARDS, 9th February, 1801, Lincoln's Inn."

John Barlow (who was the eldest son of William and Catherine, and nephew to Edward Brewer) was desirous of obtaining Mr. Brewer's part of the "Crow Trees," and succeeded on the 9th September, 1801, by purchase from William Brewer, heir and nephew of Edward Brewer. John died on the 27th April, 1828, and by his will dated 1825, he left trustees in possession of the property in question, in trust for his grandsons, John and James. John continued to reside there till his death in 1870. His widow, to whom the writer is considerably indebted for much information on this subject, still makes the old family homestead her abode, and does all in her power to retain its ancient bearing.

The successive owners of Lower House estate, or Lower Crow Trees, in Entwisle, from the earliest records to the present time—a period of about 680 years—comprises the original list here appended:—

The Entwises from about 1200 to 1555.

Edward Tyldesley from 1555 to 1586.

Thomas Tyldesley from 1586 to 1591.

Edward Tyldesley from 1591 to 1618.

Sir Thomas Tyldesley from 1618 to 1651.

Frances Tyldesley from 1651 to 1657.

Edward Tyldesley (son of Sir Thomas and Frances) from 1657 to 1670.

Francis Norbury from 1670 to 1680.

Executors of Francis Norbury from 1680 to 1688.

Francis Taylor from 1688 to 1720.

John Taylor from 1720 to 1729.

Hannah Taylor (wife of John) from 1729 to 1776.

Elizabeth Brewer { daurs. of J. } from 1776 to 1794.

Catherine Barlow { & H. Taylor } from 1776 to 1768.

Edward Brewer (husband of Elizabeth), in part, from 1794 to 1801.

William Brewer (nephew of Edward), in part, from 1801 to 1801.

John Barlow (son of Catherine), part from 1768, remainder from 1801 to 1828.

Trustees of John Barlow, from 1828 to 1841.

John Barlow { grandsons } from 1841 to 1870.

James Barlow { of John } sold his part to John.

Executors of John Barlow, from 1870 to present time.

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William Frank Hull;
bn. 23 Jan., 1866;
living 1882.

Eunice=Robert John
n. 1851; Walker, of
living Quarlton.
1882.

Elizabeth Bury=John McVine,
bn. 185g; of Newcastle.
living 1882.

LIAM FRANK HULL BARLOW.

N BURFORD BARLOW.

JULY 17TH, 1

," 1882.

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TILDEN FOUNDATIONS.

Subjoined is an abstract of the notice of "Fine:"—

"This indenture, made the 20th August, 1674, betweene ffrancis Norbury, of Entwisle, yeoman (sonne and heire of ffrancis Norbury, late of Entwisle, yeoman, deceased), Thurstan Smethurst, of Ainsworth, yeoman, and Alice, his wyfe ; James Aspden, of Entwisle, yeoman, and Mary, his wyfe ; and George, eldest sonne and heire apparent of said James Aspden, vpon the one parte, and William Horrocks, of Weoh, in Entwisle, yeoman ; Robert Hindley and John Rosbotham, both of Westthoughton, husbandmen ; and John Entwisle, the younger, of Entwisle, yeoman, vpon the other parte ; Witnesseth that whereas one fyne is intended to be levyed and acknowledged at the next greatsession, or generall assizes, to be houlden at Lancaster by the first parties to these presents, of and in those three messuages and tenements, and the lands and hereditaments belonging, in Entwisle, heretofore in the tenure or occupac'on of ffrancis Norbury, partie hereto ; Jane Norbury, widowe, late wife of ffrancis Norbury, deceased ; and Jane Norbury, widowe, late wife of Robert Norbury, deceased, contayneinge 52 acres, accordinge to the large measure there used, viz., the Lower House Tenement, 16 acres ; alsoe that messuage and tenement in Entwisle, heretofore in the tenure or occupac'on of Arthur Kaye, deceased, and since in the occupac'ons of Thurstan Smethurst and Henry Horrocks, and now in the occupac'ons of Robert Hindley and John Rosbotham, 15 acres, and sold by one indenture, dated 3rd December last past, by Thurstan Smethurst to Robert Hindley and John Rosbotham, their heires, &c., for ever. And also that other messuage and tenement, in Entwisle, contayneinge 6 acres, heretofore in the tenure or occupac'on of James Aspden and Janet Aspden, widowe (mother of James), and nowe in the tenure and occupac'on of John Entwisle, and sold by one indenture dated 25th Oct. last past, by Jas. Aspden unto John Entwisle, his heires, &c., for ever. And all proportionable shares of the commons in Entwisle and Edgworth, and all houses, lands, &c., belonginge, by the name of five messuages, five barns, five gardens, 40 acres of land, 15 acres of meadowe, 30 acres of pasture, 40 acres of moore, and common of pasture for all cattell. Nowe this indenture further witnesseth that the said parties declare that from such time as the fyne shall be levyed it shall bee inure.

In witness whereof, &c.,

FRANCIS NORBURY (seal).

THURS: SMETHURST.

her

ALIS X SMETHURST (seal).

marke.

JA: (seal) J A ASPDEN, marke.

MARY A marke ASPDEN (seal).

WILLIAM HORROCKS (seal).

ROBERT (seal) HINDLEY.

JOHN ROSBOTHAM (seal).

JOHN ENTWISLE (seal).

Sealed, signed, and delivered by the parties within
in the presence of

JER: AINSWORTH.

THO: AINSWORTH."

Arthur Kaye may be identified as third son of James
and Margaret, whose excommunications are recorded in
the Bolton Parish Register. [See Document No. 22.]

DOCUMENT XLIV.

AN EDGORTH BOND OF PERFORMANCE

EXECUTED IN 1700.

A bond of performance respecting the sale of certain
property in Edgworth—Higher Barn—was arranged by
request of representatives of two ancient and influ-
ential families residing in that moorish locality, viz.,
the Knowleses and Horrockses—the former being an-
cestors of the founder of the well-known Lancashire col-
liery firm—Messrs. Andrew Knowles and Sons,—and
the latter worthy progenitors of John Horrocks, Esq.,
M.P. for Preston early in the present century, and his
elder brother, Samuel Horrocks, Esq., Alderman,
Mayor, and M.P. for the same town during a great
number of years prior to his death in 1842. The bond
is here abridged:—

"Know all men by these presents, that we, John
Knowles, yeoman, and Henry Knowles, yeoman (natural
father of John), both of Edgworth, are firmly bound to
John Horrocks, of Edgworth, yeoman, in £360, to be
paid unto him or his attorney; to which payment to
be well and truly made, we bind ourselves for the
whole amount, by these presents. Sealed with our
seals the 1st May, 1700. The condition of this obliga-
c'on is such that if the above bounden John and Henry
Knowles, and their heires, &c., shall fulfill and keep
all covenants and agreements menc'oned in one inden-

ture bearing date with this obligac'on, made between John and Henry Knowles and John Horrocks, and according to the purport of the same without fraud or covin, then this obligac'on to be void and of none effect, or else to remaine in full force and virtue.

JNO : KNOWLES.

HENRY KNOWLES.

Sealed, signed, and delivered, being written on double sixpenny stamp'd parchment (stamps visible) in the presence of us :—

EDWD. THOMASSON.

THOMAS MEADOWCROFT,

HAN: MARSDEN.

JEREMIAH AINSWORTH."

John Knowles died intestate in 1722, when letters of administration were granted to Mary and John Knowles on the 17th August. His burial is thus recorded in the Turton Church Register :—"June 4, 1722, Jo. Knowles, senr., Edgworth." James Thomasson, William Bentley, and Thomas Thomasson were chosen to execute the inventory of the deceased's goods, a proceeding at one time considered almost as necessary, and quite as incumbent, as interment of the inanimate body. The total of this valuation is set down at "£15 08 07;" the following extracts are submitted as those most likely to interest the curious:

	£	s.	d.
One horse	03	07	06
One cow	03	02	06
Two piggeons, one bowl, and sithe ...	00	01	00
One chespot, bason, axe, hammer, and sacks	00	02	03
One smoothing iron and heaters ...	00	00	06
Bed and bedclothes	00	15	09
Two saddles	00	01	03
Testator's apparel and meal	01	15	00

DOCUMENT XLV.

HIGHER BARN, EDGORTH, 180 YEARS AGO.—
DESCRIPTION OF HORROCKS FOLD; ITS EARLIEST OWNERS AND PRESENT OCCUPANTS.

Below is an abstract copy of an old deed reciting a release of the ancient firmhold farm in Edgworth, known as "Higher Barn." Some time before the advent of last century this property was owned by John Knowles and three others, who became possessed of it in 1691 by the issuing of a "fine" by four "counsels," three of whom continued to hold the premises in

trust until 14th November, 1700, whilst John Horrocks, the other trustee, effected a purchase in May of that year of Higher Barn, though it was not his absolutely till after the lapse of six months, when a writing, from which the following is taken, was executed by the three trustees :—

“To all Xpian people to whom this present writing shall come to bee heard, read, seene, or understood. Myles Lonsdall, of Nuttall, gentleman ; James Brendwood, of Entwisle, yeoman ; John Horrockes, of Edgworth, yeoman ; and Edward Hamer, of Cockham, in Haslingden, yeoman, sendeth greeting in our Lord God everlasting. Whereas Henry Wood, of Millne-house, Tottington ; John Knowles, of Edgworth, yeoman ; Thomas Anderton, of Horridge, gentleman ; Millisant Haworth, of Chattertonhey, Edenfield, widow, intending the sale of severall messuages, lands, tenements, and hereditaments, for the due payment and sattisfaction of their just debts, did, together with Dorothy, wife of said Henry Wood ; Ann, wife of said John Knowles ; and Sarah, wife of said Thomas Anderton, the 21st August, 1691, acknowledge one fine with p'clamation in due forme of law, before John Turton and John Blemowe, knights, Justices of Assize of our soveraigne lord the Keing at Lancaster, unto the said Myles Lonsdall, James Brendwood, John Horrockes, and Edward Hamer, as counsels, and their heyres for ever, butt in trust onely to the sole benefitt and behoefe of Henry Wood, John Knowles, Thomas Anderton, and Millisant Haworth, their heyres and assignes, of and for all those messuages and tenements, with the appurtenances, situate in the parishes of Bury, Bolton, Edgworth, and Blackborne. Now know yee that wee (Myles Lonsdall, James Brendwood, and Edward Hamer), att the special request of Henry Wood, John Knowles, Thomas Anderton, and Millisant Haworth, and for divers considerations, have remised and released unto John Horrockes, in his peaceable possession and seizen, and to his heyres, &c. All the estate, interest, possession, &c., which wee have in that barne, or other building, and firmehold, called the Higher Barne, being 12 acres of land, with appurtenances, situate in Edgworth, lately purchased from said John Knowles by deed of feoffment, dated 1st May, 1700, made betwixt John Knowles and John Horrockes, now or late in the houlding or occupac'on of John and Henry Knowles ; and the revers'ons and remainders, rents, &c., thereof. To

have and to hold, together with the tytle and interest of us (Myles Lonsdall, James Brendwood, and Edward Hamer), or our heyres, of the same premises unto John Horrockes, his heyres, &c., for ever more; see that neither wee, nor our heyres shall hereafter clayme to have any manner of tytle or interest in the premises; but that wee shall bee thereof utterly excluded by these presents. In witness whereof, we have hereunto sett our hands and seals 14th November, 1700.

MYLES LONSDALL.
JAMES BRENDWOOD.
EDWARD HAMER.

Sealed, signed, and delivered, being written on double sixpenny stamp'd parchm't., in the p'sence of us :—

GEO. HARGREAVES.
JOSA. WRIGLEY.
JON. NUTTALL."

John Horrockes above mentioned was eldest of the two sons of Lawrence and Catherine, and grandson of John and Alice, all of Edgworth. John the younger had also three sisters—Elizabeth (wife of — Harwood), Ann (wife of John Abbatt), and Alice (wife of Adam Horrocks). In tracing back this line of the Horrockes family in the district of Edgworth, the earliest members that can as yet authentically be linked after diligent research by present writer, are two brothers—John and Edmund—the first of whom died in 1636, being outlived by Edmund. The neighbouring townships of Turton, Entwisle, Ainsworth, and Harwood boast of much longer connection with the old local name of Horrocks. For instance, one of the first entries in the earliest volume of Parish Registers belonging to Bolton Church, will be found the baptisms: "1591, Sept. 7th, Alis horrocks *filia* Lawrance de Harwood;" "1592, June 11th, Lawrance Horrocks, son of John de Ainsworth;" "1601, Novr. 29, Christopher Horrocks, son of Christopher, of Turton." There is also an entry of the baptism of a son of Thomas Horrocks, of Edgworth, on February 28, 1591, but as the son's Christian name is omitted his connection with the rough pedigree hereunder given is impossible. So early as 1560 was this name well known in Turton, when Christopher Horrocks, of that place issued a pleading against John Orrell, Esq., Lord of the Manor of Turton, who "of his great might and power, with force and arms, entered upon Turton Moor and en-

closed certain parcels of ground, to the utter disinheretance of Christopher Horrocks." Two years after this suit another was instituted by Mr. Orrell, whereby he complained that "after the said enclosure was finished, Christopher and John Horrocks, and about 20 others, armed with weapons after the manner of war, with long pikes, staves, bows, arrows, swords, spades, and short daggers, did assemble at the enclosure, and did cast down and destroy the same, without cause." In 1587, as shown by the following extract from the Bolton Church Register, was buried "A daughter of John Horrocks, of Turton, xxij January." In 1595 a "Henry Horrocks, of Edgworth," is recorded as being interred at Bolton, on April 27th. Thus it will be seen that many holders of the name in question, of much greater antiquity than those to whom the subjoined notes refer, resided in Turton district, but the difficulty and uncertainty in arrangement prevents more detailed notices than have already been given.

Reverting to John Horrockes (brother of Edmund), we find that his wife was named Alice, and his children Lawrence, Peter, John, James, and Mary. His will was written 31st October, 1636, and proved by his wife the 23rd August, 1637. His real estate was in Edgworth, and an inventory of his household goods, taken about the latter date, amounted to £69 10s.; 30s. of which is set down as the value of "his apparel, bible, and books." A note on this will gives the debts owing to testator, including: "My brother Edmund Horrockes, in lent money at the time of our mother's funeral, 23s.; for a cow grass the year Edmund was married, 12s." The testator owed debts to "James Heape £4 6s. 8d., to my sister-in-law, Isabella Heape 30s., and to my father-in-law (no name given), 5s."

The next in descent of John and Alice, of whom information is to hand, is Lawrence, their eldest son. He was born in the first quarter of the 17th century, and probably, like his younger brothers, baptised at Bolton Church during the vicarship of the Rev. Ellis Sanderson, who (after 28 years faithful ministration) died in December, 1625, thus creating an important vacancy speedily filled by the Rev. Robert Park, who is said to have been afterwards ejected from the Church at Rotterdam, and subsequently appointed to the Bolton Lectureship, founded by the Rev. James Gosnell (minister at Bolton), in 1622, which provides a "preacher (distinct from the vicar) to preach in the

Parish Church upon every Lord's Day and Monday." After living for about three score years, Lawrence Horrockes died, leaving a widow and five children, as above stated. His will was dated 12th June, 1677, whereby he desired "Mr. Richardson, minister att Turton Chappell, to preach my funeral sermon att Turton, for which I give him 10s." The name of Lawrence's wife was Catherine, by whom there were issue John, William, Elizabeth, Ann, and Alice [see above], all of whom received legacies by their father's will. The second son William became united, at Bolton Church, "after being published three times," to Sarah, daughter of Francis Norbury, senr., of Entwisle, on the 12th February, 1677.

John Horrockes (eldest son of Lawrence) was born at Edgworth, and continued to reside there throughout his life. Besides establishing the Horrockeses at Higher Barn, he was evidently the originator of Horrocks-fold, or vernacularly "fowt," and left that place, with the ancient house belonging, as a memento of bye-gone days. By his marriage with Margaret Pendleton, of Quarlton, which took place at Bolton, on the 12th November, 1677, he had offsprings—Lawrence, Samuel, John, William, Joseph, James, and Peter, for whom he provides, in his will dated 15th April, 1712, as follows:—"I bequeath unto Margaret, my beloved wife, a third part of my personal estate; £20 each to my youngest sons towards their maintenance. I give unto my son John £5, and to my oldest son Lawrence 5s.; and the overplus of my personal estate to my said four younger sons. I bequeath to Lawrence, and his heirs for ever, all my title, &c., of my land. I confirm his title to that moety of land he hath now in his possession, and any two chambers in the Great House excepting the parlour and chamber above it; and the other moety I give to my loving wife during her life, and afterwards to Lawrence. I bequeath to Samuel my younger son, and his heirs for ever all that estate of land with appurtenances which I lately purchased from John Knowles; and I charge him to pay to my said four younger sons £100 in equal portions." The testator appointed his wife and son Samuel executors of his will. He died in May, 1712, and was interred at Turton Church on the 24th of that month.

The "Great House" referred to in this will is now divided into three sections, two of which are tenanted

by Mr. John Bennett and Mr. William Whitehead respectively, whilst the third is uninhabited. This old residence is situated a little to the west of Hob-lane, Edgworth, being erected in strict keeping, internally as well as externally, with the architecture of the Elizabethan period. On a stone measuring 17 inches square, with a frame of the same composition seven inches wide, built in the western, or front, wall of the antiquated house, about six feet from the base is cut in shallow embossment the following:—

H
I M
L H

1694

The centre of the carving has apparently been monopolised by a leaf design, but its semi-obliteration, caused through constant exposure to the ever-changing elements, as well as from the effects of the ruthless hand of time, prevents a more decided opinion. The whole engraving is very indistinct, but sufficient remains to testify to its early owners, and in every particular the initials correspond with names so singularly identical with the various Horrockes families residing in Edgworth. The top initial indicates the surname "Horrockes," "I" and "M" representing "John" and "Margaret," and "L H," "Lawrence Horrockes" son of John and Margaret. This irregular "Mansion," as shown by the last cited will, was owned by John and his son Lawrence in 1694, and it is not unlikely that the place was erected at the instigation of them both. The construction possesses three storeys, including a spacious attic, and formerly windows of miniature glass squares lighted the various rooms, some of which have been recently substituted by more modern lights. The interior of the building suitably corresponds with outside appearances, and strongly presents to the interested its importance as a relic of days of yore and its beauty to the admiring antiquary. The walls of two rooms upstairs are embossed in ancient artistic floral designs, undoubtedly at one time prized as "beautiful," but now, alas! thickly clothed in robes of whitewash, as if to hide venerable age from the intruder's eye, but still they

Mock the air, with colours idly spread,
and the intentions of the thoughtless perpetrators have only been partially attained—every leaf and every flower yet setting forth, as it were, in daring boldness, its own simple part in scenes now long a myth. The

room, over what may be considered the old parlour mentioned in John Horrockes's will, is most profuse in these decorations, which are accompanied by two rude carvings on the oaken door. Another common feature in early erections is here predominant, by way of oaken and flagged floors, and stone steps leading to the upper chambers. A lover of family associations, with antiquarian tastes, might with little outlay, reclaim these semi-obliterated and decaying trophies from the destroyer Time, and render this old "Great House" an envy to its younger neighbours.

Lawrence Horrockes, whose initials accompany those of his father and mother on the "Great House" stone tablet, was married at Bolton Church to Ellen Duckworth, of Edgworth, on the 12th February, 1701. His wife, by whom he had issue several children, was buried at Turton Chapel, 23rd April, 1717-8, he only surviving her till the following January, on the 9th of which month his interment also took place at Turton.

DOCUMENT XLVI.

ASSIGNMENT OF AN EXECUTORSHIP IN 1713.

Margaret Horrockes, wife of John dying in 1712, survived her husband and succeeded to part of his Edgworth estates. Some eighteen months after this acquirement, circumstances brought about a change not only in the executorship of her husband's will, but also in matters of a private character—the assignment of her dower and other property already referred to. An agreement, the original of which is hereunder abstracted, was executed by Margaret in favour of her second son Samuel, thus legally placing him at the head of affairs in his own family circle:—

"To all people to whom this present writing shall come, Margaret Horrockes, late wife of John Horrockes, of Edgworth, yeoman, deceased, sendeth greeting. Know ye that Margaret Horrockes, in consideration of the sume of five shillings to her paid, and in performance of an agreement made between her and Samuel Horrockes, of Edgworth, her son. And whereas Margaret, being executrix to her husband's last will and testament, to see all uses therein containd duely and truly fulfilled accordeing as the will doth direct, she doth wholly and fully remove all power and trust of executrixship in her reposed unto Samuel, her son, and his assigns, to dispose of all things and to be sole execr; for ever hereafter of her husband's will. And

whereas Margaret, for the considerac'on aforesd; and for the naturall love and affection which she beareth towards Samuel, hath released unto him, his heirs, &c., for ever, all right and title of dower belonging to her which she now hath unto a parcell of land scituate in Edgworth, contayning aboute ten acres, lately purchased from John Knowles, of Edgworth, by John, her late husband, and all man'er of acc'ons [actions] and writs and dower, soe as neither Margaret or any person in her name shall prosecute against Samuel, his heirs, &c., but from the same shall be for ever excluded.

In witness whereof, &c., the 24th November, 1713.

MARGARET III HORROCKES.

Her marke.

Sealed, signed, and delivered, the double sixpenny stamps being visible, in the presence of

MARY BRANDWOOD.

JOHN WOOD.

JAMES BRANDWOOD."

DOCUMENT XLVII.

WILLIAM HORROCKES'S DISCHARGE TO HIS FATHER'S WILL.

The following is the discharge of William Horrockes to his father's will [see Document No. 45] after attaining to years of discretion. He acknowledges the receipt of his father's bequests so far as relates to himself, and liberates his brother Samuel from further responsibility on his behalf. Joseph Horrockes, another brother, three years later—19th May, 1718—executed and signed a similar writing, of which further cognizance will be unnecessary:—

"To all Christian people to whom these p'sents shall come. I, William Horrockes, of Edgworth, husbandman, send greeting. Whereas John Horrockes, of Edgworth, yeoman, deceased, my father, did, by his last will and testament dated the 15th April, 1712, bequeath unto Margaret, his wife, the third part of his personall estate, and out of the other two parts he gave £20 unto his younger sons William, Joseph, James, and Peter, towards their maintenance, to be given them at the discretion of his executors, and also gave severall other small legacies to other persons, and the residue of his personall estate he gave unto his said four younger sons, which estate amounts to £40 2s. 0d. And the testator did devise lands in Edgworth which he purchased from John Knowls [?] unto Samuel Horrockes (another of his younger sons), and his heirs for

ever, Samuel paying unto William, Joseph, James, and Peter £25 apiece. And of his will did, make Margaret, his wife, and Samuel, his son, executors. Now know all men by these p'sents, that I, the said William, have, on the date hereof, received from Samuel my brother, £10 Os. 6d., being my full share of my father's residuary personal estate, bequeathed to me and my three younger brothers; as also the further sume of £25 in respect of the said Knowls [?] land, from which sumes I do hereby discharge Samuel and his heirs for ever; my share in the above menc'oned legacy of £20 given to wards the maintenance of me and my younger brothers, at the discretion of the said execrs., being reserved to me, the same being agreed not to be hereby released. In witness whereof I have set my hand and seal the 21st february, 1715.

WILLIAM (seal) HORROCKES.

Sealed, signed, &c., in the presence of us:

JAMES PILKINGTON.

CHRISTOPHER HORROCKES."

DOCUMENT XLVIII.

MORTGAGE AND GIFT OF THE HIGHER BARN PROPERTY.

On the death of Samuel Horrockes, which took place in March, 1723-4, the bulk of his property passed by will to his brother Joseph, who is recorded in a writing still extant to have effected a mortgage of the Higher Barn and other premises for £60, on the 12th February, 1736, to Sir Ralph Assheton, of Middleton, Bart.; Rev. Thos. Egerton, Rector of Cheadle, Cheshire; and Geo. Kenyon, Esq., of Peel, Little Hulton. In the year following indentures of lease and release of these estates to John Horrockes (nephew of Joseph) were executed on the 8th and 9th September, respectively, and on the 10th of same month they were again transferred into the possession of Joseph Horrockes, subject to the rent of "one pepper corn at the feast of Pentecost." In 1737 John Horrockes also procured a loan on these newly-acquired possessions from the same source as did his uncle Joseph, the sum required being £30. An indenture, dated 17th December, 1737, recites the said mortgage by Joseph to Messrs. Assheton, Egerton, and Kenyon; also a gift of the property in question by Joseph to his nephew John; and it also discharges the said mortgagees for the £30 on condition "that the premises shall during 1,000 years remain for their use."

The receipt of the £30 is formally acknowledged by John Horrockes in writing on the back of same document. Some six years after this date an important addition to the history of Higher Barn, &c., was made, when John Horrockes engaged to procure the consent of the mortgagees to assign over the remainder of the said term to John Brandwood. The promise reads thus:—

"I, the within-named John Horrockes, do hereby promise and engage at my proper cost and charge to procure Sr. Raphe Ashton, Mr. Thomas Egerton, and Mr. George Kenyon, within-named, to assign over the remainder of the term of 1,000 years demised by the part recited indenture, and also all other title and interest by vertue of this indenture, unto John Brandwood, or any other person in trust for him. Witness my hand the 12th October, 1743.

JOHN HORROCKES.

Witness :

JAMES BRANDWOOD."

DOCUMENT XLIX.

AN ACTION FOR DEBT 140 YEARS AGO.

According to the following deed it appears that John Horrockes failed to make due re-payment of this mortgage money to the Rev. Thos. Egerton, whereupon recovery was about to be sought at Lancaster Castle, the action only being stayed by issuing of this formal writing :—

"To William Latus, Peter Heywood, Thomas Grimshaw, Ralph Banks, and William Shaw, gentlemen, attorneys of the Court of Common Pleas, at Lancaster, or to any other attorney of the same Court. These are to intreat and authorize you to appear for me, John Horrockes, of Quarlton, yeoman, in the said Court, the next or any subsequent Assize there to be holden, upon any original to be sued forth against me by the name of John Horrockes, of Quarlton, yeoman, or by any other addition, at the suit of the Rev. Thomas Egerton, clerk, in an action of debt for £70 7s. 6d., due on mortgage, bearing even date herewith, and made by me unto him ; and to accept of a declaration, and confess judgment thereupon for the said sume, if he saith nothing, or otherwise as to you shall seem meet. And for your so doing this shall be your warrant and authority. In witness whereof I

have hereunto set my hand and seal this 16th November, 1742.

JOHN (seal) HORROCKES.

Signed, sealed, and delivered (it first being declared and agreed that this warrant of attorney was executed on the promise of stay of execution for three months to be computed from the date thereof) in the presence of

RD. BANKS.

JNO. COOKE."

(DOCUMENT L.

A MONETARY BOND IN 1743.

Again was it necessary for John Horrockes to obtain a loan, this time the creditor being John Brandwood, of Entwisle, of whom mention has been made in previous notes. The subjoined is a copy of the bond for repayment of this money:—

"Know all men by these presents that I, John Horrockes, late of Edgworth, but now of Quarlton, yeoman, am firmly bound to John Brandwood, of Entwisle, yeoman, in £400 to be paid to him, to which I bind myself, my heirs, &c., by these presents; sealed with my seal, dated 29th September, 1743. The condition of this obligation is such that if John Horrockes does not pay to John Brandwood the sum of £200, with interest, upon the 29th September next, also observe and fulfil the covenants which are mentioned in one indenture of lease, bearing equal date with this obligation, made between John Horrockes and John Brandwood, according to the meaning of the indenture, the above obligation to be void, otherwise to remain in full force.

JOHN HORROCKES (seal).

Sealed and delivered, being duly stamped in the presence of us:

JOHN BRANDWOOD, juner.

JAMES BRANDWOOD."

By diligent search the writer of these notes is sanguine that connection between the Horrockeses mentioned in these documents and the father of two former members of Parliament for Preston—John and Samuel Horrocks, Esqrs.—can be made. The former of these last-named gentlemen was founder of the extensive cotton spinning firm of Messrs. Horrockses, Miller, and Co., of Preston. This John, it is said,

owed his start in life to the great-grandfather of J. P. Thomasson, Esq., M.P. for Bolton, by whom he was sent to a Manchester school, where he remained for about four years, when his benefactor's death necessitated his return to Edgworth. Eventually Horrocks launched out in the cotton business, beginning with a carding engine. In early manhood he commenced spinning at Preston, and fortune favoured him. Regarding this gentleman a previous writer says:—"The skill, enterprise and industry of this extraordinary man soon elevated him in eminence in his business, and the manufactories rose in succession under his fostering hand." He was born in 1767, elected M.P. for Preston in 1802, and died in 1804, leaving large possessions. His elder brother—Samuel—as well as sharing in the business founded by John, succeeded him in Parliament, which position he held for many years. He was also a justice of the peace and an alderman of the same town. On the occasion of King George the Third's grandson's (Prince William Frederick) visit to Preston, in 1803, Samuel Horrocks, Esq., the Mayor, presented the freedom of the borough to his Royal Highness. Mr. S. Horrocks's life was attempted on Sunday, the 27th July, 1823, whilst walking through a public street of Preston, when he was struck several desperate blows on the head and arms with a butcher's cleaver. "But," says a newspaper account, "the instrument happily fell from the assailant's hand before the bloody deed was fully perpetrated, and the consequence, though at first very alarming, proved less serious than might have been apprehended." The would-be assassin was discharged on the ground of insanity, but committed to a lunatic asylum. Mr. Horrocks's death occurred in 1842, after a life of stirring activity and marked success—his age was 76 years.

DOCUMENT LI.

MORTGAGE AND SALE OF "WHEATSHAW CROFT," IN EDGORTH, NEARLY A CENTURY AND A HALF AGO.

Besides the repeated transfers of Horrocks's Higher Barn property in Edgworth during the first part of the 18th century, a mortgage was raised on another of the family possessions—Wheatshaw Croft—a small plot of land forming part of Horrocks Tenement. John Horrocks and his son Lawrence (both of Horrocks-fold remembrance) effected the loan from Messrs. John

and Robert Kay, of Badington, in Walmersley, formerly of Cross Hall. On repayment of the money James Brandwood, of Entwisle Hall, son of John Brandwood, obtained possession by purchase of the Croft in question, at the same time placing the premises in the hands of Henry Knowles, of Entwisle, in trust for himself. The deed, abstracted, reads:—

“This indenture, made the 16th June, 1749, between Robert Kay, late of Cross Hall, now of Badington, in Walmersley, yeoman, surviving and joint mortgagee with his brother John, deceased; John Bridge, late of Entwisle, now of Musbury, co. Milner; John Horrockes, late of Edgworth, now of Quarlton, yeoman; James Brandwood, of Entwisle Hall, in Entwisle; and Henry Knowles, of Entwisle, yeoman. Whereas John Horrockes, late of Edgworth, yeoman, father of Lawrence Horrockes, of Edgworth, yeoman, and grandfather of said John Horrockes, both deceased, by indenture dated 22nd April, 1709, for £200 paid by Robert and John Kay, they (John and Lawrence Horrockes) did sell to Robert and John, with other lands, all that close called Wheatslaw Croft, containing about one acre, belonging to Horrockes' tenement, in Edgworth, to hold for 2,000 years, under the rent of one pepper corn, redeemable on payment of the said £200 with interest. And whereas by another indenture dated 5th December, 1744, between Sir Raphe Ashton, of Middleton, Bart.; Rev. Thomas Egerton, Rector of Cheadle, co. Chester, clerk; and George Kenyon, Esq., of Peel, Little Hulton, feoffees for Sir Edward Egerton, late of Heaton, Cheshire, Bart., deceased, of 1st part; Sir Thomas Egerton, of Heaton, Bart. (only brother and administrator of Sir Edward), and John Horrockes (party hereto), nephew and next heir-at-law of Joseph Horrockes, late of Edgworth, husbandman, deceased, of 2nd part; John Brandwood, of Entwisle, yeoman, of 3rd part; and John Bridge (party hereto), of 4th part. Therein is recited that Joseph Horrockes, by indenture dated 12th February, 1736, between Messrs. Ashton, Egerton, and Kenyon, for £80 paid to him by them, did demise all that messuage, &c., lately erected barn, and several closes of land belonging in Edgworth, containing 12 acres, to hold for 2,000 years, redeemable on payment of the £60 and interest. And whereas Joseph Horrockes, by indentures of lease and release dated 8th and 9th September, 1737, did certify in fee unto John Horrockes (party hereto) all the said Wheatslaw Croft.

[The deed then recites other mortgages already given in introductory Note to Document 48, and in Document 49.] And whereas John Horrockes prevailed with John Brandwood to lend him £200 [see Document No. 50] to discharge the principal moneys and interest due upon the several mortgages, and to secure the repayment with interest, John Horrockes did grant a mortgage unto John Brandwood of the said premises in fee, and vested in John Bridge in trust for John Brandwood. And whereas James Brandwood hath agreed with John Horrockes for the absolute purchase of the said premises, and is desirous to have the remainder of these several terms assigned to Henry Knowles, that the same may be kept on foot upon trust. Now this indenture witnesseth that for £60 to Robert Kay paid by James Brandwood (with consent of John Horrockes) being proportionable part of his mortgage on Wheatslaw Croft, also for 5s. a piece to Robert Kay and John Bridge, paid by Henry Knowles, have granted the premises mortgaged to Robert and John Kay, and the messuage, barn, &c., mortgaged to Messrs. Ashton, Egerton, and Kenyon, To have and to hold for the remainder of the 1,000 and 2,000 years in trust for James Brandwood, his heirs, &c. And Robert Kay and John Bridge agree that they have not committed anything whereby the premises may be impeached or incumbered in title, In witness, &c.,

ROBERT (seal) KAY.
JOHN (seal) BRIDGE.
JOHN (seal) HORROCKES.
JAMES (seal) BRANDWOOD.
HENRY (seal) KNOWLES.

Sealed and delivered (being first duly stamp'd) by Robert Kay in the presence of R. Brandwood and John Walmsley; by John Bridge, in the presence of John Brandwood the younger, and William Rostorn; by John Horrockes, in the presence of William Sunderland and John Kay; by James Brandwood and Henry Knowles, in the presence of Alice Wood and John Wood."

The "Barn" referred to in the foregoing Document is that in previous papers styled "Higher Barn," and is still situated a considerable distance north-east on Edgworth Moor.

DOCUMENT LII.

AN AGREEMENT RELATING TO THE "PAGGAS" DIS-
PUTE IN ENTWISLE, 1714.

Document No. 36 recites a compromise between John Brandwood and John Aspden with regard to privileges of passage through certain lands belonging to Brandwood to a field called the "Paggas," the property of Aspden by his wife's inheritance. As John Brandwood died about 1708, his son James became owner of this property, and effected a further purchase of the "Paggas" from the Aspdens in 1711 [see Document No. 12] on account of its adjoining his other possessions. The following agreement relative to the use of water at the foot of James Brandwood's land was made between him and his son:—

"May 7th, 1714.—Agreement between James Brandwood, junior, and James Brandwood, senr., both of Entwisle, as followeth:—first, whereas James Brandwood the younger doth owne that a certain plot of ground and the waters at the bottom of a close called the Paggas belonge to James Brandwood the elder, and that James the younger shall hold the same for convenience of watering his goods, paying the yearly rent of one penny, and alsoe making all fence betwixt them. But if the said rent shall be behind & vnpaid (being lawfully demanded) upon every 7th of May, and alsoe the fence not sufficiently made, then James, the elder, shall enter upon the premises as they are now mared [meared] by a new wall. In witness whereof, &c.,

JAMES BRANDWOOD, JUNR.

Witnesses hereof

RALPH R. ENTWISLE

Letter.

THOMAS T KNOWLES

Letter."

DOCUMENT LIII.

ACKNOWLEDGEMENT OF A LEGACY IN 1787.

The property to which the following writing alludes has already received attention in previous documents (Nos. 5 and 16). In carrying out the will of John Brandwood, of Entwisle, which was written in 1784, and twice proved—first 1786, and next in 1822—some little difficulty probably arose, therefore legal acknowledgments were produced and signed on discharging the legacies therein made. The will in question ordered that Higher House and other property

should devolve to the testator's son John, "subject to the payment of £100 to my daughter Mary, to be paid to her within six months after my decease," which was duly performed within the specified time. Anent the demise of two executors of this will (John and Thomas Brandwood), William, another brother and executor, thought fit to take oath as to the value of his father's estate, whereupon the following note appears on the original testamentary document at Chester:—"The 25th November, 1822.—William Brandwood, sole surviving executor in this will named, was sworn in common form, and he further made oath that the personal estate and effects of the deceased at the time of his death, within the diocese of Chester, were under the value of £300; before me, J. SLADE, surrogate."

The subjoined is taken from the original discharge:

"Know all men by these presents that whereas John Brandwood, the elder, late of Entwisle, gent., deceased, by his will dated 17th March, 1784, did give his messuage, tenement, and lands, in Entwisle, called the New House, then and now in the possession of his son John; and also land in Entwisle, part of Entwisle Hall Tenement, late the inheritance of Christopher Baron, gent., deceased, and also the messuage, tenement, and lands in Entwisle, called the Higher or Harhouse, then or late in the possession of Elizabeth Ramell, and the testator's son William, as tenants; and also all his property in Entwisle (except as is therein excepted) unto his son John, for ever, subject to the payment of £100 to the testator's daughter Mary, then and now wife of Richard Mason, of Horwich, yeoman; and appointed his sons John, William, and Thomas, joint executors. And whereas the testator died the 17th March last, and John Brandwood, the son, now of the New House, gent., did within six months after his father's decease pay to Richard and Mary Mason according to the said will. Now know ye that we, Richard and Mary Mason, do acknowledge the same, and have discharged John, William, and Thomas Brandwood, the executors. In witness whereof we have set our hands and seals the 26th February, 1787.

RICHARD (seal) MASON.

MARY (seal) MASON.

Sealed, signed, and delivered, the 20th stamp first appearing thereon, in the presence of

ROBT. KNOWLES.

EDMD. HAWORTH."

Mary Mason was daughter of John and Mary Brandwood, and sister to the disinherited James Brandwood, who seceded from the Church of England to join the Society of Friends, and who was instrumental in establishing the first and only Friends' Meeting-house in Edgworth, the unpretentious assemblies at which have been for some time past discontinued, and the building is now utilised as cottages.

DOCUMENT LIV.

SALE OF PART OF ENTWISLE HALL IN 1657.—COMPLETE LIST OF OWNERS TO THE PRESENT TIME.

The following is abstracted from an important deed of sale of the eastern section of Entwisle Hall, effected some 225 years ago, by Edward Tyldesley, Esq.—the last landed proprietor of his noble house in the district—to a yeoman named Roger Brendwood, who thought £300 a fair price for his bargain. A similar transfer of the western portion of this ancient homestead was made to another Entwisle yeoman (John Kay) on same date as that recited in the subjoined writing, when Mr. Tyldesley was again first party to the transaction [see Document No. 5]. Roger Brandwood was one of the witnesses to Kay's purchase, and *vice versa*. Document No. 7 comprises the chirôgraph of fine relating to all the Entwisle Hall property. The information imparted by this abstract at once sweeps away the geneological cloud so impenetrable when notes to Document No. 5 were written, and corroborates a supposition there set forth as to the early tenancy and ownership of Entwisle Hall by the Brandwoods in naming the first member of that old family who became possessed of part of this now half-forgotten yet once important residence.

From Mr. Tyldesley's sale of Entwisle Hall in 1657 to the present time almost an unbroken list of owners of the eastern portion has been obtained by the writer of these notes, from authentic deeds and wills, and is here submitted as forming a valuable addition to the history of what is supposed to be the oldest and most memorable edifice in that ancient manor. Prior to Mr. Edward Tyldesley's time, Entwisle Hall (and its site), it may be presumed, claimed ownership in the same distinguished personages as already attributed to land upon which Lower Crowtrees (in same locality)

now stands [see notes to Document No. 43]. From that time the successive proprietors (of eastern portion) have been traced as follow:—

Edward Tyldesley sold it in 1657 to Roger Brandwood, who held it from 1657 to 1678.

Roger Brandwood (2nd son of Roger), held from 1678 to 1707.

James Brandwood (eldest son of 2nd Roger), from 1707 to 1710-1.

{ James Brandwood (1st son of James), died 1715. }

{ Roger Brandwood (2nd " "), to 1761. }

Christopher Baron (husband to Ann daughter of Roger Brandwood), from 1761 to 177—.

Roger Baron (son of Christopher), from 177— to 1785.

Assignees of Roger Baron, from 1785 to 1786.

Roger Hamer, from 1786 to 1841.

Richard Hamer (son of Roger) from 1841 to 1849.

Henry Field Fisher (husband to Elizabeth, daughter of Richard Hamer), from 1849 to 1852.

William Barlow, from 1852 to 1853.

James Winder, from 1853 to 1857.

John Barlow, from 1857 to 1870.

Executors of John Barlow, from 1870 to present time.

The initials cut in stone over the barn door opposite Entwisle Hall, to which attention was called in notes to fifth document, in all probability were those of two brothers, James and Roger Brandwood, and Mary, the wife of James. The former died in 1735, Roger in 1761, and Mary in 1749. They were all buried at Bolton.

The deed of sale is thus epitomised:—

"This indenture tripartite, made 12th June, 1657, between Edward Tyldesley, of Morleys, Esq., upon the 1st part, Roger Brendwood, of Entwisle, yeoman, upon the 2nd part, and John Rigby, of Shevington, yeoman, and John Parker, of Myerscough, yeoman, upon the 3rd part, Witnesseth that Edward Tyldesley, in consideration of £300 paid by Roger Brendwood, hath sold unto Roger, his heirs, &c., for ever, all that Manerhouse called Entwisle Hall, and the lands belonging, in Entwisle and Edgworth, with appurtenances, viz., the kitchen, containing foure bayes in length, with the chambers and rooms over, the out-ile on the west side of kitchen, the swipe coate, one garden on side of the lane leading to the Hall-lane, and the first-mentioned lane, one plot of land lyeinge before the kitchen

doore, and all parcels of land belonging, viz., the Arma-graves Wood, the Goodwives Meadow, the Sandersfield, the Aspdenfield, the Ellis Marled Earth, the Chequor, the Black Earth, the Ould Orchard, the Greenefield, farnecar Meadow, and the Pingle; and also a proporc'onable part of the commons in Entwisle and Edgworth belonging to the Manor of Entwisle with respect to the lands and hereditaments; and all tithes; together with liberty to Roger Brendwood, his heirs, servants, and families, having occac'on to goe to the kitchen and other rooms, to goe, ryde, or passe on horseback or foot, with carts, carriages, drifts of cattle, &c., from Hall-lane, and back againe; together with the third parte of the soyle of Hall-lane, with power to Roger Brendwood, &c., to pass and repass through the fould or yarde on south side of the Hall and parlour vnto and from the kitchen for the better occupac'on of the said parcels of land, To have and to hold absolutely without revocac'on to hoold of the chiefe lord or lords of the fee or fees by the rents and services accustomed. And Edward Tyldesley doth grant that hee will pay all rents, prescripc'ons, tithe-rents, &c., and from the same free and kepe harmless Roger Brendwood, his heirs, &c.; and that the premises are free from all leaves, mortgages, &c., of himself, his wife, brothers, and sisters, or his ancestors, and every other person. And Edward Tyldesley hath ordained John Rigby and John Parker his attorneys, in his name to enter into the premises, and to expell and amove all possessors thereof, and possession and seizen thereof to deliver to Roger Brendwood. In witness whereof, &c.,

EDWARD (suspended seal) TYLDESLEY.

Sealed, signed, and delivered in the presence of us :

THOMAS NEWTON.

JEREMIAH AINSWORTH.

JOHN PARKER.

FRANCIS NORBURY.

JOHN KAY.

ADAM SMYTH."

A memorandum on the obverse side of this parchment records the action of one of Mr. Tyldesley's "attorneys" thus :—"Be it remembered that on the 13th of June, 1667, John Parker, one of the attorneys, did take possession and seizen, and did deliver the

same vnto Roger Brendwood in the said kitchen, To have, &c., for ever. By mee, JOHN PARKER. In the presence of Francis Norbury, Francis Norbury, the younger, John Kay, James I Knowles marke, Jeremiah Ainsworth, Robert Norbury."

A bond for the performance of the above agreement was also executed, and endorsed on back of same deed. It reads: "Know all men by theis presents, that I, Edward Tyldesley, am firmly bounden vnto Roger Brendwood in £600, to be paid to him, for the true payment whereof I bynd me, my heirs, &c., by theis presents. Sealed with my seal dated 12th June, 1657. EDWARD TYLDESLEY." [Mr. Tyldesley's signature was witnessed by the same parties who attested the execution of the deed of sale.] The condic'on of this obligac'on is such that if Edward Tyldesley, his heirs, &c., do truly perform and keep all covenants which ought to be observed as well in one indenture dated 2nd of this instant June, made betweene William Parkinson, of Bilsborough, gent., and John Rigby, of Gate House, yeoman, vpon 1st p'te; Thomas Thomasson, of Edgworth, yeoman, and Lawrence Horrocks, of Edgworth, yeoman, vpon 2nd p'te; frances Tyldesley, of Myerscough, widow, and said Edward Tyldesley vpon 3rd p'te; and Francis Norbury, of Entwisle, yeoman, vpon 4th p'te. And also one other indenture tripartite [between same parties as mentioned in foregoing document], without fraud, then this obligac'on to bee voided, or else to remaine in full force."

Roger Brandwood (second party to this deed) resided at Weyoh, in Entwisle. His wife was named Mary, and his children James, Roger, John, Lawrence, William, Christopher, and Alice. In his will, dated 1678, Roger, senior, after disposing of his real and personal estates to his children and grandchildren, says: "I give towards the augmentation of the Chappell stocks at Turton, for and towards the maintenance of the ministry there, thirty shillings; I desire Mr. Richardson, now curate at Turton, to preach at my funeral, to whom I give ten shillings for his paines." [Further notes at end of Document No. 16.]

The parcel of land, or "clausure," styled "Arma-graves," still exists, and is situated south-west of Entwisle Hall. The most original orthography of this piece of undulating ground coming under the observation of present writer is as it appears in the foregoing document. In later years it is presented as

"Army-Graves," "Army-Groves," &c., and still more recently—near the advent of this century—it was best known as the "Hermit Groves." Various definitions have been adduced as to the derivation of this singular name but none is sufficiently feasible to demand repetition.

Sandersfield, afterwards known as Sander field, in 1751 contained 1a. 3r. 3p.; whilst the Black Earth consisted only of 21 perches. These were occupied at this time by John Brandwood, as appurtenances to the eastern portion of Entwisle Hall, under Roger Brandwood, as landlord.

DOCUMENT LV.

SECURITY OF ENTWISLE PROPERTY IN 1657.—BOND FOR WOMEN AND CHILDREN.

After the respective purchases of the Overhouse Tenement and two moieties of Entwisle Hall Tenement by Francis Norbury, Roger Brendwood, and John Kay, from Tyldesleys, in 1657, as recorded in previous documents, a writing of a singular nature was executed for the security of the purchasers against probable claims of Frances (widow of Sir Thomas) Tyldesley's children. The purport of this bond is here set forth :—

"Know all men by these presents that we, Frances Tyldesley, of Myerscough, widow, and John Rigby, of Shevington, yeoman, both in the County of Lancaster, are firmly bounden vnto Francis Norbury, Roger Brendwood, and John Kay, all yeomen of Entwisle, in £2,000, to be paid them, their executors, &c., for true payment whereof wee bind ourselves for the whole. Sealed with our seals dated the 12 June, 1657. The condition of this obligation is such that if the above-bounded Frances Tyldesley and John Rigby shall cause Thomas, Raphe, Elizabeth, Frances, Anne, Dorothy, and Mary Tyldesley, sonnes and daughters of above-bounded Frances, severally and respectively within twelve months after such tymes as they shall accomplish their full ages of 21 years, at the request and cost of Norbury, Brendwood, and Kay, well and sufficiently to grante, release, or assure vnto the vse of Norbury, Brendwood, and Kay, their heires, &c., all their estates, right, titles, &c., vnto the respective parts of that Mannor House called Entwisle, with the demesne lands belonging, &c., together with all houses,

edifies, &c., reputed to be part thereof, according to the several agreements made by Edward Tyldesley, of Morleys, Esq., unto Norbury, Brendwood, and Kay, with warrants, and therein to be occupied against him or her respectively, and all persons claiming under him or her. As also in the meantime and untill such grants, &c., keep them idemnified against the said children of the said Frances, their heirs, &c.

FRANCES (seal) TYLDESLEY.

Sealed, signed, and delivered in the presence of vs:

THOMAS GOODEN,
JEREMIAH AINSWORTH.
JOHN PARKER,
ADAM SMYTH."

DOCUMENT LVI.

YOUNG ROGER BRANDWOOD'S ACCESSION TO PART OF ENTWISLE HALL.

The reign of Roger Brandwood, sen., as proprietor of Entwisle Hall (east) ceased after 21 years sway, when the Great Destroyer called him hence. The heir to Entwisle Hall property was Roger Brandwood's second son, and namesake, whilst estates at Weyoh fell to the lot of James, the second son of Roger, sen. A small consideration of money was necessary to ensure young Roger's right to claim his father's bequest. This, it may be presumed, was paid, otherwise the document of which the subjoined is the substance, would not have existed :—

"This indenture, made the 8th February, 1678, between Roger Brendwood, the elder, yeoman, and Roger Brendwood, the younger, husbandman (second sonne of Roger the elder), both of Entwisle, witnesseth that Roger the father, in considerac'on of the natural love and affec'on that hee beareth unto Roger his sonne, and for £100 paid by Roger his sonne, hath sold, &c., all that messuage and tenement called the Hall Tenement, in Entwisle, containing 27 acres of land, heretofore purchased by Roger, the father, from Edward Tyldesley, Esq., and now or late in tenure or occupation of Roger, the father, or his assigns, [The deed then repeats in full the names of appurtenances belonging to the Hall Tenement as recited in last Document.] To have and to hold for evermore. And Roger, the father, had constituted James, his eldest sonne and heir apparent, his lawful attorney to enter into the

premises, and deliver the same to Roger the sonne. In witness, whereof, &c.,

ROGER M BRENDWOOD'S marke.

Sealed, signed, and delivered in the presence of

WILLIAM HORROCKES,

CHRISTOPHER C. HORROCKES' marke,

THOM: AINSWORTH."

From a memorandum written on the back of above deed it appears that James Brendwood exercised his powers, and gave possession of the premises to his brother Roger on the 10th of February, 1678 (two days after date of the sale). The witnesses to this act were same as those to the principle writing, with George Knowles added to their number. Another note on back of the document reads: "Aprill xvth, 1679. —Agreed between Roger and James Brendwood that if the commons within mentioned hereafter happen to be inclosed, then they are to share the commons belonging to the Hall Tenement and the ancient tenement of Weoh between them, to wit either party one halfe, notwithstanding the Hall Tenement be a halfe-penny more, at the ancient fifteen than Weoh Tenement is, anything to the contrary notwithstanding."

In 1707, Roger Brandwood, jun., died, and the Entwisle Hall estates again changed ownership. Roger's will was dated May 5th, 1707, and proved on the 29th November, same year. Regarding the property in question, Roger says: "Whereas I stand seized in my demesne as of fee in one messuage and tenement in Entwisle, called Entwisle Hall, which tenement I bequeath unto James Brendwood, my eldest son, and his heirs and assigns for ever, and that he shall pay £120 for the said lands before to him given and granted." An inventory of Roger's goods (after his death) was taken the 24th May, 1707, by John Postlewhite, John Brandwood, and Adam Knowles, as follows:—

	£	s.	d.		£	s.	d.
In Bease	13	00	00	four chairs	00	04	00
one horse	03	00	00	capsgears for a			
in Bedding	03	00	00	horse	00	05	00
one arke	00	19	00	his apparell	03	03	00
three chisses ...	00	10	00	in hussellment	00	05	00
in pewter and							
brasse	00	10	00				
one table and							
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The children of Roger were named respectively James, Roger, John, Cristwell, William, and Margaret, the two former being appointed joint executors to their father's will, which was witnessed by John Brandwood, James Brandwood, and Ellin Knowles, and endorsed by "Ro: Bolton, surr."

DOCUMENT LVII.

LEASE PREPARATORY TO SALE OF PART OF ENTWISLE HALL, A CENTURY AGO.

From James Brandwood [see preceeding Document] the Entwisle Hall property passed to his brother Roger, who died in 1761, bequeathing to his daughter Ann (the wife of Christopher Baron, of Lark Hill, Blackburn) the estates in question. Mr. Baron, during his life, transferred, by deed of sale, a portion of his Entwisle inheritance, including the New House, to John Brandwood, his brother-in-law, but retained the Hall, which descended at death to his son Roger. This heir became bankrupt in 1785, when his possessions came under the supervision and control of his assignees, who were successful in their endeavours to dispose of the Entwisle portion by public auction, Mr. Roger Hamer of Entwisle, being the buyer, after bidding £820. He was granted a lease of the property on the 26th April, 1786, preparatory to the absolute transfer, which took place on the following day, as recited by this abstract of the copious original indenture:—

"This indenture of four parts, made 27th April, 1786, between Ellen Cobham, of Liverpool, spinster, of 1st part; John Parker, of Blackburn, merchant; John Whittenburg, of Manchester, merchant; Thomas Baron, of Knuzden, Oswaldtwisle, assignees of the estate and effects of Roger Baron, new or late of Cabin End, in Oswaldtwisle, cotton manufacturer, dealer, and chapman, only son and heir of Christopher Baron, late of Lark Hill, Blackburn, gentleman, deceased, of 2nd part; the said Roger Baron, of 3rd part, and Roger Hamer, of Entwisle, yeoman, of 4th part. Whereas by indentures of lease and release dated 13th and 14th May, 1784, between Roger Baron, and Ellen Cobham, Roger, for considerations herein mentioned, did sell unto Ellen Cobham, her heirs, &c., amongst other messuages, land, hereditaments, &c., in Entwisle, a capital messuage or manor-house, land, hereditaments, &c., with appurtenances;

freehold, subject to the proviso for redemption, upon payment of £1,000, with interest, on the 4th November next ensuing. And whereas a Commission of Bankruptcy, under the great seal of Great Britain, bearing date at Westminster, 21st February, 1785, hath been issued against Roger Baron, directed to George Lloyd and Ralph Peters, Esqrs., and also to Robert Ashburner, William Charnley, and Ralph Latus, gentlemen, giving power to them to execute the same, and they found that Roger Baron, before issuing the Commission became a bankrupt, and did declare himself a bankrupt accordingly. And John Parker, Thomas Baron, and John Wittenburg were in due manner chosen assignees of his estates and effects. And whereas by indenture of bargain and sale, duly enrolled in the High Court of Chancery, dated 6th April, 1785, between said Commissioners, of the one part, and John Parker, John Wittenburg, and Thomas Baron, of the other part. After reciting the Commission found that Roger Baron before he became bankrupt was seized of divers messuages, land, &c., in Oswaldwise, Sharples, Entwisle, Edgworth, and Broadhead, and the Commissioners as far as they were able to sell unto John Parker, John Wittenburg, and Thomas Baron the said premises, in the said Townships wherein Roger was seized, to hold for ever according to Roger's title, subject to such mortgages as were legally liable to interest, for the benefit of themselves and other creditors who had already sought relief by virtue of the said Commission. And whereas John Parker, John Wittenburg, and Thomas Baron did lately expose the premises for sale by auction, and Roger Hamer was the highest bidder at the said Manor-house and premises belonging, who bade the sum of £820, at which he was declared the purchaser. And whereas the mortgage money of £1,000 and interest hath been lately discharged by the assignees to Ellen Cobham. Now this indenture witnesseth that for £820 paid to John Parker, John Wittenburg, and Thomas Baron by Roger Hamer, being the full purchase money agreed to be paid for the absolute purchase of the premises, they have sold that capital messuage called Entwisle Hall, and land belonging, and all tenths of corn, &c., To have and to hold for ever absolutely, without power of redemption, subject to a certain term of 100 years now subsisting, created to Thomas Baron and Amos Ogden, of Turton, clerk, and John Brandwood, of Entwisle, gent (since de-

ceased), by indenture dated 31st May, 1783, in the premises, which term and premises are already assigned over to Richard Orrell, of Quarlton, gentleman, his executors, &c., in trust for Roger Hamer, his heirs, &c., to protect the same from all incumbrances. And lastly it is agreed that nothing herein contained shall convey a release of the three closes called Greenfield, Transcar, and Pingle, some time since conveyed to Roger Brendwood (since deceased), heretofore part of lands belonging to the Manor-house. In witness, &c.,

ELLEN (seal) COBHAM.

JOHN (seal) PARKER.

THOMAS (seal) BARON.

JOHN (seal) WITTENBURG.

ROGER (seal) BARON.

Sealed, signed, and delivered by John Parker and Roger Baron, in the presence of W. Carr and Edmd. Haworth; by John Wittenburg in the presence of Edmd. Haworth and John Brocklebank; by Ellen Cobham in the presence of John Roberts and John Hargreaves; and by Thomas Baron in the presence of W. Carr and G. Carr."

A note on back of foregoing deed acknowledges the payment of the purchase money, thus:—

"Received the day and year first within written from Roger Hamer the sum of £820, being the full consideration money mentioned to be paid by him to us. We say received by us: JOHN PARKER, THOMAS BARON, J: WITTENBURG."

Roger Hamer, the purchaser of this property died in 1841, and bequeathed to his son Richard, of Long Fleet, Poole, county Dorset, gentleman, "all that freehold messuage and tenement called Entwisle Hall," which was then in his owne occupation and that of John Crook, his son-in-law, as his under tenant. The death of Richard Hamer took place on September 22nd, 1849, his will being written on the 25th of September, 1846, and proved 7th November, 1849. This all-important document contained a bequest of Entwisle Hall to Elizabeth Fisher (wife of Henry Field Fisher, of Blandford, county Dorset, timber merchant), daughter of Richard Hamer. On the 26th April, 1852, the property was again disposed of to William, son of John Barlow, of Entwisle, and nephew to the well-known late Dr. Jas. Barlow, of Blackburn. William did not long retain his bargain, the 22nd of

the following April seeing its sale to Mr. James Winder, solicitor, of Bolton. Nearly four years afterwards the estates, which had changed hands no less than ten times during a century, were bought by Mr. John Barlow, of Lower Crow Trees, Entwisle, nephew of the above William, on 26th January, 1857, and his executors still [1882] hold the same.

DOCUMENT LVIII.

TRANSCRIPT OF FINE RESPECTING THE OVERHOUSE
TENEMENT IN 1657.

The concluding transaction in part of the Entwisle property purchase of 1657, took place at Lancaster, on the 26th August of that year, when a "Fine" was obtained for the benefit of all parties concerned. The original record is thus abstracted :—

"This is the finall agreement made in the Court at Lancaster, on Wednesday, the 26th August, 1657, before John Parker, one of the Barons of the Exchequer to the Lord Proctor ; and Huton Croke, Serjeant-at-Arms, Justice at Lancaster, and others then and there present ; betweene Francis Norbury, Roger Brendwood, and John Kay, plaintiffs, and Edward Tyldesley, Esq., and Anne, his wife, defendants, of one messuage, two gardens, 40 acres of land, 20 acres of meadow and pasture, 5 acres of woods, 50 acres of heath, and 50 acres of moor, with appurtenances, in Entwisle and Edgworth. Whereupon a plea of covenant was summoned betweene them ; that is to say, Edward and Anne have acknowledged the tenement aforesaid to be the right of Francis Norbury, as those which he (Norbury), Roger Brendwood, and John Kay have of the gift of Edward and Anne, who have remised and quit claym the same to said Norbury, Brendwood, and Kay, and Norbury's heirs for ever. And Edward and Anne have granted that they will warrant the said tenement to them against the ancestors of Edward for ever. And for this acknowledgment, warranty, and fyne, Norbury, Brendwood, and Kay have given to Edward and Anne £266 13s. 4d. sterling.

LANCASTER."

DOCUMENT LIX.

MORTGAGE OF THE LOWER HOUSE TENEMENT
IN 1689.

Though Francis Taylor was the rightful heir to Lower House Tenement, in Entwisle, by will of Francis Norbury, made in 1680, he was prevented from

entering into possession, by the executors, until eight years later, when his cause won favour with the Judges at Lancaster Castle—where his father had for more than two years been wrongfully incarcerated for persistently advocating his son's right to this Entwisle property. These eight years of constant litigation evidently impoverished the Taylors; indeed, so low had their pecuniary resources become, that, within the space of twelve months, it was absolutely necessary to obtain a slight mortgage upon the newly-acquired property to clear off the sum of £60, which was charged by the testator (Francis Norbury) before entrance to the premises could be effected. The mortgagee was James Smith, of Barton-upon-Irwell, who obtained a deed, in customary terms, and of which the following is an abstract:—

"This indenture, made the 8th June, 1689, between Francis Taylor, of Entwisle, yeoman, and James Smith, of Barton-upon-Irwell, collar [colour] maker, Witnesseth that Francis Taylor, for £60, paid by James Smith, hath mortgaged unto him all that ancient capital messuage or tenement, with appurtenances, called the Lower House Tenement, in Entwisle, heretofore in the tenure or occupac'on of Francis Norbury, late of Entwisle, yeoman, deceased, now or late in the tenure or occupac'on of Francis Taylor, his assigns, &c., that is to say:—All that part of the capital messuage situate on the south side of the fire-house, called the Parker, and the ground chamber and the chambers over the same; the moiety or one half of the Great Barne and foulds, &c., adjoyninge to the said capital messuage; and all closes of land, &c., called the Carr, the Marld-Holme, the Mown-Holme (adjoyninge the said Carr and Marld-Holme), the Carr Meadow, the Over Meadow, containing eight acres of land; together with all ways, watercourses, woods, &c., To have and to hould vnto James Smith, his heirs, &c., for ever, to bee houlden of the chiefe lord or lords of the fee or fees. And Francis Taylor doth promise that he is lawfully seized of the premises in fee simple absolutely, without limitac'on of use that may alter the same estate, and hath lawful power to grant the same vnto James Smith. In witness whereof, &c.,

FRANCIS F TAYLOR, marke.

(suspended seal.)

Sealed, signed, and delivered in the presence of vs :

E: GREENHALGH.

EDWARD SKELTON.

NATHAN KEROH."

The following appears on the back of foregoing indenture:—"Memorand: That the 1st July, 1689, Francis Taylor, in his owne p'son did give and deliver possession and seazen of that close called the Carr in the name of all the within granted p'mises vnto James Smith in 'his proper person, to have and to hould according to the true meaning of the within written indenture; in the presence of ROBERT ISHERWOOD, THOMAS BRIDGE, E: GREENHALGH."

The Lower House property was not lost to the Taylor family through this mortgage, but again redeemed by Francis, who, in his will, dated 1720, clearly states that he "stands seized" thereof. He bequeathed it to his son John, who for nine years treasured his birthright, when it passed to Hannah, his wife, she holding the same till her death in 1776. [See Document No. 43.]

DOCUMENT LX.

SURRENDER OF AN OLD LEASE OF ENTWISLE PROPERTY IN 1633, TO SIR THOMAS TYLDESLEY.

Although Sir Thomas Tyldesley was greatly attached to his king and country, in whose cause he bravely fought and nobly died, he was not altogether unmindful of the wants of his peaceful tenantry in the quiet district of Entwisle. Some two years before the birth of Sir Thomas's son—Edward—in 1635, an old inhabitant of the township sought a lease of a certain tenement of approximate location. This was accorded on rather exceptional conditions, viz., the surrender of another and older lease of property there situated and £70 to boot. However, the demand apparently met the views of the tenant, consequently an agreement to that effect was executed and attested by the contracting parties. An abstract of this deed reads:—

"This indenture, made the 7th September, nyynth yeare of the reigne of our sov'raigne Lord Charles [1633], betweene Thomas Tyldesley, of Morleys, Esquire, and Francis Norberie, of Entwisle, husbandman, Witnesseth that Thomas Tyldesley, for the surrendering of an old lease and the full some of threescore and ten poundes payed by ffrancis Norberye, hath demised, sett, and to farme letten vnto ffrancis, All that messuage and tenement, with appurtenances, in Entwisle, of the yearly rent of xxi: viij^d; late in the occupac'on of John Wythington, and now in the tenure of said ffrancis, together with all houses, orchards, wharffs, wayes, &c., belonging, alwayes res'ved vnto

Thomas Tyldesley, his heires, &c., free lib'rtie at all tymes to earth, delve, and gett coales, stones, or any other min'all thinge within the premises, and to carry away the same; And also liberty for Thomas Tyldesley, his heires, &c., to improve and inclose the com'ons and waste grounds in Entwisle, and the same to vse and have to his most profit and advantage; To have and to hold from 3rd September last past duringe the terme of fowerscore and nynteene yeares (yf francis Norbery, Jane, his now wife, and Elizabeth, his daughter, shall fortune so longe to live.). Yeilding and payinge yearly the rent of xxi^l viij^d at the feast of St. Martin, the bishopp, in winter and Pentecost, by equall por'ons. Provided alwayes that if it happen the said rent be behind and vn timerly payed by ten dayes (being lawfully demanded), or if francis Norbery or his assigns occupying the premises shall make any wilfull wast (except the makinge of marle pitts, hedges and ditches, and the digging and takeinge marle for the betteringe and amendinge of the same), or shall demise or exchange the premises to or with any p'son without the consent of Thomas Tyldesley, his heires, &c. (except ye same be to his wife during her widdowhood and honest conversac'on of her body child or children, for any longer terme than one yeare). And francis Norbery doth covenant with Thomas Tyldesley, his heires, &c., that he will repair, vphold and keepe tenatable all the houses, hedges, and fences belonging to the said premises. In witness, &c. Dated the day and yeare first above written, 1633.

THOMAS (suspended seal) TYLDESLEY.

Sealed, signed, and delivered in the sight and presence of

ROBTE WADSWORTH.

JOHN KEY.

NICHAS: WADSWORTH."

From a memorandum written on the above document, Francis Norbury is granted authority to sub-let the said premises during the continuance of his estate therein. The signature of "francis Norbery" appears on back of the deed.

For previous mention of Thomas Tyldesley, see notes to Document No. 1.

John Key, one of the witnesses to above deed, may be identified as father of Jane, who became the wife of Francis Norbury, second party to the writing. Francis died in 1667, and his wife in 1678. [See early Documents.]

CONCLUDING REMARKS.

In concluding this series of legal evidences concerning the history of Turton district, remarks of a valedictory character are almost unnecessary, consequent upon the exhaustive nature of each Document and some of the appended notes. Still, to prevent an abrupt termination to the foregoing ancient writings, as well as to refer briefly to a few items presenting themselves since going to Press with the early pages of this work, a few relative words will not be altogether inappropriate. At the same time advantage will be taken of this opportunity to correct a slight error in line 11th, second paragraph, page 28, which should be "May 21, 1670-1," and not "1770-1."

The most important appendix is to Document No. 6, and consists of an obituary notice of "The Lancashire Novelist"—William Harrison Ainsworth, Esq.,—who died at his residence, St. Mary's-road, Reigate, Surrey, on the 3rd January, 1882, in his 77th year. Other notes on the subject than those already given will not be out of place here, as one of the ancestors of the deceased novelist played an active part in the legal history of the locality to which these writings more particularly relate. Mr. W. H. Ainsworth was originally intended for the bar, but that profession proved somewhat uncongenial to the youth, and literature was a natural substitute. Before attaining manhood several profusions had emanated from his exceptionally successful pen, and up to the time of his death Mr. Ainsworth wrote romances with considerable rapidity, several of which have been translated into Dutch, French, German, Russian and Spanish. The last novel by him was written specially for the *Bolton Journal*, in whose columns it appeared the year prior to his death, under the title of "Stanley Brereton." Referring to the subject of this notice a writer remarks: "So long and honoured a literary career but seldom falls to the lot of any author. Ainsworth began to weave the threads of romance when Scott was at the zenith of his fame; Thackeray, Dickens, Bulwer-Lytton and George Eliot achieved fame and died whilst he was an old man, yet full of work; Black, Hardy and Buchanan were unborn when he was a novelist of reputation." Another writer says: "Ainsworth was in the set over which Sir Walter Scott towered by head and shoulders, and the intimate acquaintance with eminent workers in literature commenced then has been continued ever since. He was a man of social aptitudes and large profusion in private correspondence."

The description of the Arms of Taylors of Lancashire (on the pedigree sheet) is taken from that given by *Burke* in his account of the Taylors of Tottington, whilst the Barlow Arms, Crest, and Motto are clever representations of those appearing on a book plate of the late Dr. Jas. Barlow, of Blackburn, one of which, through the kindness of Mr. Herbert A. Dobson, of Blackburn, is now in the writers possession, prefacing a book of discourses by Dr. Samuel Chandler, seven in number, being printed at various dates between the years 1745 and 1760. This book was formerly in the library of Dr. Barlow and is still in good condition.

In these notes local genealogical references are numerous, and in some instances, perhaps, important to those more closely connected—no less than 600 individuals having received mention. Names of places of similar significance also appear in goodly numbers—prominence being given to some that have almost died out of the memory of many old inhabitants of the neighbourhood; and others of a quaint etomological character, entirely forgotten by, or, maybe, newer known to present residents, now find their way into print, probably for the first time, though centuries old, and all of which were adopted by their venerable forefathers.

Without further trespassing upon the time and patience of my readers, I submit the entire contents of this little book to their warm sympathies, and such indulgence they may kindly grant will not be disregarded, but, on the other hand, will be accepted for its true worth—the highest appreciation of the efforts, if not the success, of the compiler and editor of these sixty old Documents.

FINIS.



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